

# NANTUCKET MEMORIAL AIRPORT COMMISSION

July 12, 2019

## Agenda

1. Announcements
  - a. This Meeting is Being Both Audio & Video Recorded
2. Review and Approve:
  - a. Agenda
  - b. 6/11/19 Draft Minutes
  - c. Ratify 6/19/19 and 6/30/19 Warrants
3. **071219-01** Election of Officers
4. Public Comment
5. Pending Leases/Contracts as Set Forth on Exhibit 1, which Exhibit is Herein Incorporated by Reference
6. Pending Matters
  - a. **050916-1** Crew Quarters Development
  - b. **111318-3** Nantucket Memorial Aviation Wall Dedication on July 25, 2019 at 11:00AM
7. Pilot/Operator Notice of Restriction
8. Manager's Report
  - a. Project Updates
  - b. RFP/Bid Status
  - c. Operations Update
  - d. Statistics
  - e. Personnel Report
  - f. Travel Request- 2019 ACI Annual Conference & Exhibition, Tampa, FL September 15-17, 2019
9. Commissioner's Comments
10. Public Comment
11. Executive Session – G.L. c.30A, §21 (a)
  - a. Review ES minutes of 5/28/13, 9/10/13, 1/14/14, 2/25/14, 3/11/14, 3/25/14, 6/24/14, 4/14/15, 5/12/15, 8/11/15, 9/8/15, 12/8/15, 2/9/16, 9/13/16, 12/13/16, 1/10/17, 5/11/17, 6/13/17, 7/11/17, 8/8/17, 9/12/17, 10/10/17, 11/14/17, 12/12/17, 1/9/18, 2/13/18, 3/16/18, 4/10/18, 5/8/18, 6/12/18, 6/29/18, 7/10/18, 8/14/18, 9/11/18, 11/13/18, 12/11/18, 1/14/19, 2/12/19, 3/12/19, 4/9/19, 5/14/19 for possible release; and 6/11/19 for review and possible release.
  - b. Clause 6: The Chair has determined that an open session may have detrimental effect on the negotiating position of the Airport Commission in considering the purchase, exchange, lease or value of real estate.

**Public Safety Facility**  
1<sup>st</sup> Floor Meeting Room  
4 Fairgrounds Road  
  
**9:30 AM**

Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham

**DRAFT**

**AIRPORT COMMISSION MEETING**  
**June 11, 2019**

The meeting was called to order at 5:00pm by Chairman Daniel Drake with the following Commissioners present: Jeanette Topham, Arthur Gasbarro, and Andrea Planzer.

Commissioner Anthony Bouscaren was absent.

The meeting took place in the 1<sup>st</sup> floor Community room at the Public Safety Facility, 4 Fairgrounds Rd. Nantucket MA.

Airport employees present were: Thomas Rafter, Airport Manager, Noah Karberg, Assistant Airport Manager, Jamie Sandsbury, Business and Finance Manager, and Katy Perales, Office Manager.

Mr. Drake announced the meeting was being audio and video recorded.

Mr. Drake asked for comments on the Agenda; hearing none, the Agenda was adopted.

Mr. Gasbarro made a **Motion** to approve the draft minutes dated 4/9/19 and 5/14/19. **Second** by Ms. Planzer and **Passed** unanimously.

Ms. Topham made a **Motion** to ratify the 5/22/19 and 6/5/19 Warrants. **Second** by Ms. Planzer **Passed** unanimously.

**Public Comment**  
None

**Pending Leases/Contracts** – Mr. Rafter presented for approval the following lease agreements and contracts:

- ➔ **ACKlete Fitness**- Beach license agreement for an exercise class on Nobadeer beach for an annual business fee of \$1,500. No classes are to be held between 11:00 AM -5:30 PM and expires 8/18/19.
- ➔ **Republic Airways dba American Eagle**- Seasonal Airline Agreement in the amount of \$18,000 plus \$1,500 Annual Business fee, landing fees and stair use as needed.

- ➔ **Delta Airlines, Inc-** Seasonal Airline Agreement in the amount of \$24, 800 plus \$1,500 Annual Business Fee, \$480 Intercom Fee, and landing fees.
- ➔ **Hyannis Air Service Inc, (Cape Air/Nantucket Airlines)-** Terminal airline agreement in the amount of \$96,480, plus \$1,500 Annual Business Fee, \$960 Intercom Fee, plus landing and freight fees.
- ➔ **Ross Rectrix-** Terminal airline agreement in the amount of \$32,280, plus \$1,500 Annual Business Fee, \$480 Intercom Fee, plus landing fees.
- ➔ **Wiggins Airways-** Annual Operating Agreement for an Annual Business Fee of \$1,500, plus landing and freight fees. Flies for UPS and FedEx.
- ➔ **Hungry Minnow-** Lease agreement in the amount of \$3,744 plus \$1,500 Annual Business Fee, for a one year agreement for concession space in the seasonal hold room tent.

Rebecca Chapa, owner of the Hungry Minnow, gave a presentation introducing the Flying Minnow, a concession that would be located in the temporary seasonal hold room and provide snack and beverage options for passengers once they go through security. Ms. Chapa explained staff will include employees from the Hungry Minnow, her concession located at Children's Beach,. Ms. Chapa has a background in the wine business, event management business and has retail experience. The flying Minnow would offer prepackaged snacks, souvenirs, and non- alcoholic beverages, along with beer and wine possibly in the future Ms. Chapa hopes to have the Flying Minnow up and running by July 1, 2019.

Commissioner comments/questions:

Ms. Topham asked if they would have to complete ServSafe training. Ms. Chapa explains that if they end up getting a liquor license, employees will have to be TIPS certified, and they will most likely have to have employees ServSafe trained.

Ms. Topham asked how drinks will be served. Ms. Chapa explained drinks will primarily be served in cans and plastic.

Ms. Topham expressed her concern with foods containing nuts. Ms. Chapa explained that they take nut allergies very seriously, and that they have a peanut free kitchen.

Mr. Gasbarro asked how they plan to store their supplies. Ms. Chapa explained she is looking at pre fab shed structures that can be locked up. Ms. Chapa also explained they do not plan to leave n excess stock at the Airport, and plan on doing daily re-stockings.

Mr. Gasbarro asked how bringing things through TSA so often will work. Mr. Rafter explained that there would be early morning pre screenings and finding another period throughout the day that would be appropriate for necessary restocking.

Mr. Drake said he understood there was no plan to provide alcoholic drinks this summer. Mr. Rafter explained that if there is time and the Flying Minnow can obtain a liquor license, this could happen .

- ➔ **Southern Airways-** Seasonal airline agreement in the amount of \$4,000 plus \$1,500 Annual Business Fee, and \$480 intercom fee. Plus landing and ramp fees.
- ➔ **P&M Reis Trucking, Inc.-** Three year contract for rubbish removal service not to exceed \$60,00. This is an operating expense.

- ➔ **Computer Assistance Services-** Three year contract for Airport IT services not to exceed \$207,000. This is an operating expense.
- ➔ **Grey Wall (Veoci)-** One year software subscription for VEOCI software in the amount of \$31,400. Includes up to 30 house professional service hours package. This is an operating expense.
- ➔ **Nantucket Auto Supply-** Contract not to exceed \$40,000 to provide parts and supplies to maintain. Equipment owned by the airport and receives 25% discount off list price for all products. This is an operating expense.
- ➔ **Kobo Electrical Corp.-** Change order in the amount of \$17,560 for the temporary generator rental. This is a capital expense.
- ➔ **Jacobs Engineering Group, Inc.-** Supplemental Agreement in the amount of \$32,300 for installing concrete hardstands and apron repair. The revised total for the contract is \$185,200 and is ASMP MassDOT grant eligible. This is a capital project.
- ➔ **Victor-Brandon Corporation-** Change order to deduct the amount of \$32,300 and add six (6) calendar days to install concrete hardstands and apron repairs. Revised completion date of 6/30/10. This is a capital expense.
- ➔ **R.A.D. Corp.-** Contract amendment not to exceed \$60,000 for seasonal hold room improvements to remove temporary tent structure and replace with new tent structure. This is a capital expense.
- ➔ **McFarland-Johnson, Inc.-** Contract amendment in the amount of \$12,400 for additional resident engineering services for runway 6-24 paint and rubber removal and paint markings. This is a capital expense.
- ➔ **Hi-Lite Airfield Services-** Contract amendment in the amount of \$31,776 for additional crack seal administration for runway 6-24 paint and rubber removal and pavement markings. This is a capital expense.
- ➔ **McFarland-Johnson, Inc.-** Contract in the amount of \$64,600 for fuel farm upgrades phase II to remove underground tank and fuel farm fire suspension system testing. This is a capital expense.
- ➔ **McFarland-Johnson, Inc.-** Contract in the amount of \$42,770 for design and procurement for the administration building restoration project. This is an operating expense.
- ➔ **McFarland-Johnson, Inc.-** Contract in the amount of \$37,000 for design and procurement for runway 6-24 emergency repair. This is a capital expense.
- ➔ **O.H. Striping, Inc.-** Contract in the amount of \$94,859 for surface preparation and restoration for runway 6-24 emergency repair. This is a capital expense.
- ➔ **McFarland-Johnson, Inc.-** Contract in the amount of \$10,00 for engineering professional services for on-call aviation financial planning. This is an operating expense.
- ➔ **McFarland-Johnson, Inc.** Task Order MJ-A-04- This contract was not reviewed and Mr. Rafter asked that it be removed from consideration.

Mr. Gasbarro made a **Motion** to approve the following agreements and contracts- ACKlete Fitness, Republic Airways dba American Eagle, Delta Airlines, Inc., Hyannis Air Service, Inc., Ross Rectrix, Wiggins Airways, P&M Reis Trucking, Inc., Computer Assistance Services, Grey Wall, Nantucket Auto Supply, Kobo Electrical Corp., Jacobs Engineering Group, Inc., Victor-Brandon Corporation, McFarland-Johnson, Inc. Task Order MJ-N-13A, McFarland-Johnson, Inc. MJ-N-15, McFarland Johnson, Inc. MJ-N-17, McFarland-Johnson, Inc. MJ-N-20, and McFarland-Johnson, Inc. MJ-N-11 excluding the McFarland Johnson Inc. Task Order MJ-A-04 **Second** by Ms. Topham and **Passed** unanimously.



Mr. Gasbarro made a **Motion** to approve the following agreements and contracts- Southern Airways, R.A.D. Corp., Hi-Lite Airfield Services, and O.H. Striping, Inc. With the proviso that they will not be executed for the airport until receipt of the signed contract, not to exceed the specified amounts and that the chairman, or in his absence the vice chairman, be authorized to sign the contracts on behalf of the Commission. **Second** by Ms. Topham and **Passed** unanimously.

Mr. Gasbarro made a **Motion** to approve the proposed lease with the Flying Minnow. **Second** by Ms. Planzer and **Passed** by the following roll call vote:

Ms. Topham- No  
Mr. Gasbarro- Aye  
Ms. Planzer- Aye  
Mr. Drake- Aye

**Pending Matters** – Mr. Rafter reported on:

→ **011315-2 General Fund Repayment Proposal and Discussion of In-Kind Service-**

Mr. Rafter reported that the repayment agreement has been signed by the select board. Mr. Rafter asked for the Commission's approval for the repayment of the general fund for FY19 in the amount of \$190,556.43.

Ms. Topham made a **Motion** to approve repayment to the general fund for FY19 in the amount of \$190,556.43. **Second** by Mr. Gasbarro and **Passed** unanimously.

→ **050916-1 Crew Quarters Development-** Mr. Rafter reported that engineers have begun the process of developing the financial risk model.

→ **111318-3 Nantucket Memorial Aviation Wall for Terminal-** Mr. Rafter reported that Lillian Sylvia, Administrative Assistant, will be putting together an agenda and date for the dedication. The family of John Larkin has been contacted and will be invited, as well as other families of those presented on the wall. The dedication will take place at the end of July.

**061119-1 Non-Union Employees COLA Discussion-** Mr. Drake reported that the town is budgeting a 2.5% increase for non-union employees. Mr. Drake recommends a 2.5% increase for everyone except for two people, a 4% increase for the Business Finance Manager and a 5% increase for the Assistant Airport Manager.

Mr. Gasbarro made a **Motion** to approve the 2.5% increase for non-union employees and accepting the 4% increase for the Business Finance Manager and 5% increase for the Assistant Airport Manager. **Second** by Ms. Planzer and **Passed** unanimously.

**061119-2 Southern Airways Service Update-** Mr. Rafter reported that Southern Airways has a schedule posted, and will be serving Providence, RI, Norwood, MA, and New Haven, CT from Nantucket.

**Manager's Report** – Mr. Rafter reported:

## Project Updates

- **Administration Building Flood Damage-** Received one bid, and working with insurance company the insurance to get it up to the bid price.
- **Seasonal Hold Room Phase II-** Will open to passengers on Thursday, June 13, 2019. Flooring has been installed, fence work is complete, the temporary tent has been installed, and the electrical and data cables have been installed. The American Airlines podium is set up. JetBlue podium is set up with the exception of IT equipment.
- **Concrete Hardstands-** Project completed. Remaining funds from MassDOT to use for taxiway patching and testing has been completed. MassDOT has approved funding for testing on taxiway echo that will be completed within the next week.
- **Pavement Markings-** Project completed. Working with engineers on residual impacts of paint removal from the center line of Runway 6-24. Contracts were approved.
- **Generator for Airfield Lighting-** Installation has been completed. Two doors that were damaged in a wind storm need to be replaced. To be completed within the next two to three weeks.
- **ALP Update (Geometry Analysis)** – Waiting approval from FAA.
- **EA/EIS-** Archeological work was complete. No cultural resources were identified. Working on developing a report. To be completed by the fall.
- **PFC Application-** Work has begun, and data is being gathered for the second application.
- **Bunker Road Drainage Issue-** Working with engineers on a solution.

## RFP/IFB Bid Status – Mr. Rafter reported the procurements being worked on include:

- **UPS-** Has been awarded
- **Fuel Farm Supply RFP-** Received five bids which are under review. .
- **Bunker Road Parcels-** Received two bids for separate parcels which are under review.

## Operations – Mr. Rafter reported:

- Certification Inspection from FAA was conducted from May 22, 2019 – May 24, 2019. Mr. Rafter thanked Mr. Karberg and staff, since he was unable to be present for the inspection. A total of six (6) items were written up in the compliance letter. Two (2) items have been completed, extension request granted for one (1) item, and Airport staff is working to complete the rest.
- On June 4, 2019, TSA Assistant Federal Security Director of Screening and the Regional Council for TSA did a follow up visit to prior meeting. Seasonal preparation and compliance issues were reviewed. TSA will increase staffing by nine employees for the summer season. TSA will be deploying techniques that should expedite the flow of passenger screening.
- For wine festival, sales were up 31% or \$37,166
- For Memorial Day weekend, sales were down 11% or \$30,120
- Mr. Rafter reported that there is not enough data to determine whether tenants or transients follow the Airports Voluntary Noise Abatement Routes conducting flight to and from Nantucket.

Mr. Rafter reported that the cleanup warrant for the end of the Fiscal Year will need to be signed

## On July 2 or 3 **Statistics** – Mr. Rafter reviewed the April 2019 statistics:

- Operations are down 0.49% from April 2018; and down 23.14% from last FYTD.
- Enplanements are down 18.58% from April 2018; and up 3.36% from last FYTD.
- Jet A Gallons are down 16.73% from April 2018; and up 9.59% from last FYTD.
- Jet A Gallons are down 6.09% from May 2018.
- AvGas Gallons are down 1.94 % from April 2018; and up 16.12% from last FYTD.

- AvGas Gallons are up 0.27% from May 2018.
- Freight is up 39.12% from April 2018; and up 8.78% from last FYTD.
- 0 Noise Complaints were filed for April 2019 compared to 1 in April 2018.

**Personnel Report-** Mr. Rafter reported:

- Mr. Rafter congratulated and presented Mr. Karberg with a plaque and a shirt for qualifying as an of Accredited Airport Executive. .

**Commissioners Comments**

- Mr. Gasbarro made a comment about trying to utilize the Airport parking lot for non-airport needs.
- Mr. Drake reported that the Commission was invited by the President of Southern Airways to attend a dinner to inaugurate their service. The State Ethics Commission representative he spoke with said it would be inappropriate for Mr. Drake to attend. Mr. Drake asked that Mr. Karberg let Southern Airways know that the Commission is unable to attend due to the Mass. ethics rules, but to thank them for the invite.

**Public Comment**

None.

Having no further business for Open Session, Mr. Gasbarro made a **Motion** to go into Executive Session, under G.L. Chapter 30A, Section 21A, not to return to Open Session, to review Executive Session Minutes as enumerated on the Agenda;; **Second** by Ms. Topham and **Passed** unanimously, by the following roll-call vote:

Ms. Topham- Aye  
Mr. Gasbarro- Aye  
Ms. Planzer- Aye  
Mr. Drake- Aye

Meeting adjourned at 5:52 pm.

Respectfully submitted,

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Lillian Sylvia, Recorder

## **Master List of Documents Used**

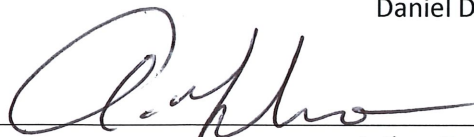
6/11/19 Agenda including Exhibit 1(Handout)  
4/9/19 Draft Minutes  
5/14/19 Draft Minutes  
5/22/19 Warrant Signature page  
6/5/19 Warrant Signature Page  
ACKlete Fitness License Agreement  
Republic Airways, Inc. Lease Agreement  
Delta Airlines, Inc. Lease Agreement  
Hyannis Air Service, Inc. Lease Agreement  
Ross Rectrix Lease Agreement  
Wiggins Airways Lease Agreement  
The Hungry Minnow dba The Flying Minnow Lease Agreement  
Southern Airways Express Lease Agreement  
P&M Reis Trucking Inc., Contract  
Grey Wall Software, LLC Contract  
Nantucket Auto Supply Contract  
Kobo Electrical Corp. Contract Amendment (Handout)  
Jacobs Engineering Group, Inc. Contract Amendment  
Victor-Brandon Corporation Contract Amendment  
MJ-N-13A Task Order  
Hi-Lite Airfield Services, LLC Contract Amendment  
MJ-N-15 Fuel Farm Upgrades Task Order  
MJ-N-17 Administration Building Restoration Task Order  
MJ-N-20 Runway 6-24 Emergency Repair Task Order  
O.H. Striping, Inc. Contract  
MJ-N-11 On-Call Aviation Financial Planning Task Oder  
Southern Airways Service Update Letter  
April 2019 Monthly Statistical Report  
2019 Annual Conference &Exhibition. Tampa, FL Agenda

# Warrant 06/19/2019


Please Sign and Date

 6/11/19

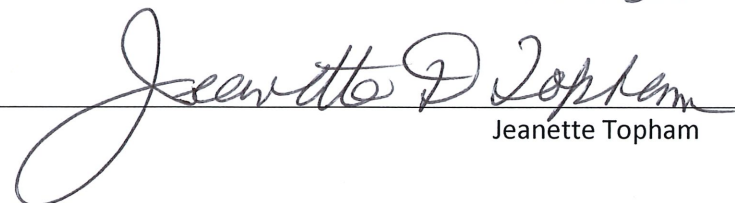
Daniel Drake

 6/11/19

Arthur Gasbarro

 6/10/19

Andrea Planzer

 6/11/19


Jeanette Topham

Anthony G. Bouscaren

Batch# <u>3044</u>	Total <u>\$87,369.58</u>	Batch Date <u>6/5/19</u>	Initial <u>AP AGT</u>
Batch# <u>3035</u>	Total <u>\$68,452.36</u>	Batch Date <u>6/4/19</u>	Initial <u>AP AGT</u>
Batch# <u>3041</u>	Total <u>\$148,164.59</u>	Batch Date <u>6/5/19</u>	Initial <u>AP AGT</u>
Batch# <u>3046</u>	Total <u>\$40,116.46</u>	Batch Date <u>6/7/19</u>	Initial <u>AP AGT</u>
Batch# <u>3048</u>	Total <u>\$26,152.32</u>	Batch Date <u>6/7/19</u>	Initial <u>AP AGT</u>
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____

Warrant 06/30/2019

Please Sign and Date


 7/2/19

Daniel Drake

Arthur Gasbarro

 7/2/19

Andrea Planzer

 7/2/19

Anthony G. Bouscaren

Batch# <u>3060</u>	Total <u>\$20,821.42</u>	Batch Date <u>6/11/19</u>	Initial <u>DD RP JT</u>
Batch# <u>3103</u>	Total <u>\$274,934.33</u>	Batch Date <u>6/18/19</u>	Initial <u>DD RP JT</u>
Batch# <u>3116</u>	Total <u>\$77,912.94</u>	Batch Date <u>6/21/19</u>	Initial <u>DD RP JT</u>
Batch# <u>3155</u>	Total <u>\$143,668.91</u>	Batch Date <u>6/27/19</u>	Initial <u>DD RP JT</u>
Batch# <u>3168</u>	Total <u>\$203,743.94</u>	Batch Date <u>6/28/19</u>	Initial <u>DD RP JT</u>
Batch# <u>3205</u>	Total <u>\$124,882<sup>17</sup></u>	Batch Date <u>7/2/19</u>	Initial <u>DD RP JT</u>
Batch# <u>3207</u>	Total <u>\$6,663<sup>76</sup></u>	Batch Date <u>7/2/19</u>	Initial <u>DD RP JT</u>
Batch# _____	Total _____	Batch Date _____	Initial _____
Batch# _____	Total _____	Batch Date _____	Initial _____

**Exhibit 1**  
**Pending Leases/Contracts/Agreements**  
**7/12/19**

Type	With	Amount	Other Information	Source of Funding
Catering Agreement	Nantucket On Island Chefs	\$1,500	Catering Agreement	Income
			Annual Business Fee plus 25% Catering Fee	
Operating Agreement	Louie LLC dba Fly Louie	\$1,500	Air Charter Broker	Income
			Annual Business Fee	
Operating Agreement	Fly the Whale	\$1,500	Air Charter/ Fly Blade Affiliate	Income
			Plus Land and Ramp Fees On A Per Turn Basis	
			Annual Business Fee	
Operating Agreement	SpectaculaAir, LLC	\$0 (Paid under Allies Air Freight Sub-Lease)	Air Charter Service	Income
			Annual Business Fee Paid Under Allies Air Freight	
			Plus Landing & Ramp Fees	
Operating Agreement	Reliant Air	\$1,500	Scheduled Service Operator & Fly Louie Operator	Income
			Annual Business Fee	
			Plus Landing & Ramp Fees	
Lease Agreement	United Airlines, Inc.	\$21,920	Lease Agreement from 6/1/2019-9/30/2019	Income
			Annual Fees: Business Fee-\$1500, Intercom Fee- \$480	
			Plus Monthly Landing Fees	
Lease Agreement	United Parcel Services	\$59,317	Land Lease for 36,616 sf Located at 143 Old South Road	Income
			5 year lease with 1, 5 year extension option	
			Plus Annual Business Fee of \$1500	
Contract	McEachern General Contracting Inc.	\$114,251	Administartion Building Restoration Project	Operating
			Partical Funding through Insurance Claim	
Contract	American Association of Airport Executives	\$15,400	Interative Employee Training Learning Suite Renewal	Operating
			One year Agreement, Expired 6/30/2020	

**Exhibit 1**  
**Pending Leases/Contracts/Agreements**  
**7/12/19**

Type	With	Amount	Other Information	Source of Funding
Contract	E-One, Inc.	\$36,080	AFFF Testing System	Operating
			Allows Fire Trucks to Test System Without Dispensing Foam	
			Delivery, Instalation, and Training by 10/1/2019	
Contract	Daedalus Projects, Inc.	TBD	Owners Project Manager (OPM)	Capital
			for Security Upgrades Project	
Contract Amendment	R.A.D. Corporation	\$0	Seasonal Hold Room Improvement Project	N/A
			Change Order #1 to Align to Original Contract Price	
			to the Awarded Proposal Price for the Tent Structure	
Contract	McFarland- Johnson, Inc	\$534,900	Task Order MJ-A-04	Capital
			AIP - Not issued yet	
			Design, Bidding, and Construction Phase Services for Safety and Security Equipment for Airport Terminal, Administration Building, ARFF Building, and Gates Including Perimeter Fence Replacement	
Pending				



## CATERING LICENSE AGREEMENT

THIS LICENSE AGREEMENT, dated the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the Nantucket Airport Commission, with a principal place of business at 14 Airport Road, Nantucket, MA 02554, (hereinafter "Licensor") and **Nantucket On Island Chefs**, with its principal address at 12 Marble's Way, Nantucket, MA 02554 (hereinafter "Licensee").

A. The Licensor is the owner of record of a certain parcel of land located at 14 Airport Road, Nantucket Massachusetts, hereafter referred to as the "FBO".

B. The Licensor desires to grant a license in accordance with the terms hereof;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and the payment of which is hereby acknowledged, the parties hereby enter into a license agreement upon the terms and conditions set forth herein.

1. Grant of License. The Licensor hereby grants to Licensee a license to enter upon the premises of the FBO for the purpose of providing catering services to the FBO subject to the following specified terms and conditions. The terms of this License are not to be construed as a grant of the exclusive use of the FBO to the Licensee.

2. Term. The term of this License shall commence on August 1, 2019, and shall terminate on July 31, 2020 unless earlier terminated as set forth in Section 12, below. An extension or renewal of the term and conditions of this License, by an amendment to same, may be granted by the Licensor at its sole discretion.

3. Permitted Use. The rights of this License shall be exercised by the Licensee solely for the purpose of conducting catering through the FBO, including any additional activities as approved in writing by the Airport Commission.

4. License Fees. In consideration for the use of this License, the Licensee agrees to pay the Licensor the following annual business license fee of \$1,500 prior to exercising this license.

5. Collection of Catering Charges and Airport Catering Fees. The charges to a customer for catering at the airport include the Licensee's charges for its services ("Catering Charges") and an additional catering fee ("Airport Catering Fee") equal to 25% of the Catering Charge imposed by the Licensor. The parties agree that, with respect to any catering job, the Licensee will forward its invoice for the Catering Charges to Licensor which will be responsible for billing the customer for both Catering Charges and Airport Catering Fee and use its reasonable best efforts to collect the same from the customer. The Licensor will promptly forward payments of Catering Charges to Licensee promptly upon receipt thereof and shall not be responsible the failure to collect any such amounts.

6. Conduct.

a. Entry and use under this License by the Licensee and its contractors, agents, representatives, employees, assignees and invitees, shall, at all

times, be subject to oversight by duly designated representatives of the Licensor who shall supervise Licensee's compliance with the terms hereof.

b. During the exercise of rights hereby granted, Licensee shall at all times conduct itself so as not to interfere with operation of the Licensor within the FBO or Licensor's property adjacent to the land.

c. Licensee shall observe and obey directives from the authorized representative of the Licensor, as well as all other applicable laws, statutes, ordinances, regulations and permitting or license requirements.

d. The Licensee, its contractors, agents and/or representatives shall provide and maintain an emergency contact person and telephone number with the Licensor's representative during the term hereof.

7. Licensor Rights Reserved. Licensor reserves for itself the following rights, which Licensee agrees to observe and Licensee agrees that the same may be exercised by Licensor and that any such exercise of said rights shall not be deemed to effect an eviction or to render Licensor liable for damages by abatement of the license fee or otherwise to relieve Licensee from any of its obligations.

a. To adopt from time to time rules and regulations not inconsistent with terms of this License for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Licensee agrees to comply.

b. To enter upon any premises and facilities of the Licensee upon reasonable advance notice for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Licensor. Licensor in such case is to use its best efforts to avoid disruption of Licensee's operation.

8. APPROVALS AND PERMITS. All local licenses and permits are the responsibility of the licensee. A copy is to be provided to the Airport Manager's office and kept on file. The obligations of the Licensee are conditional upon his obtaining and holding all said approvals, permits and licenses necessary for the operation of a restaurant/catering business, from all agencies, boards and officers having jurisdiction over the same.

9. **INSURANCE: THE LICENSEE SHALL DEPOSIT WITH THE LICENSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

Additional insured:

All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (Licensor)**" as an **additional insured**, under liability coverage, but only as respects operations of the Named Insured as their interests may appear.

Indemnification. Licensee shall indemnify and hold harmless the Licensor, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of the Licensee but not limited to those for death, for bodily injuries, or for property damage arising out of the acts or omissions of the Licensee, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Licensee's premises or otherwise arising out of any acts or omissions of the Licensee's employees, members, agents, and representatives, with the exception of Town of Nantucket/Nantucket Memorial Airport's gross negligence or willful misconduct.

Liability Insurance. The Licensee shall maintain, with respect to the Airport premises, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Licensee as well as Licensor against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance. The Licensee shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

10 . General Use of Airport and Facilities: Licensor shall have the right to operate in the manner authorized by proper governmental authority and agencies, and shall have the following specific rights and privileges:

a. The Licensor reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property as described in the License Agreement, together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation and for the use of said airspace for the landing on, taking off from or operating on Nantucket Memorial Airport.

b. The Licensee expressly agrees for itself, its successors and assigns to prevent the use of the premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (a) produce electrical interference with radio communications, (b) make it difficult for pilots to distinguish between airport lights and others, (c) project glare in the eyes of the pilots, (d) impair visibility in the vicinity of the airport, or (3) otherwise endanger the landing, take-off or maneuvering of aircraft.

c. The Licensor retains the continuing right in the subject property to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (10 feet above ground level) and to remove from said airspace, at the Licensee's expense or at the sole option of the Licensee, as an alternative, to mark and light as obstructions to air navigation, any such

building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Licensee's property for the above purposes. Exceptions to the ten foot height limitation will be reviewed individually upon written submission by Licensee.

d. The Licensee for themselves, their heirs, personal representatives, successors in interest and assigns do hereby agree that if any services or activities are to be offered, performed or conducted upon the Land that:

In the exercise of the rights and privileges granted for the furnishing of services to the public, Licensee will:

(1) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(2) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Licensee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

f. It is mutually understood and agreed by the parties hereto that nothing contained in this Agreement shall be construed as granting or as authorizing the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958.

g. The Licensee for themselves, their heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this License for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the Licensee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, PART 21, Nondiscrimination in Federally assisted Programs of the Department of Transportation, and as said Regulations may be amended.

h. The Licensee for themselves, their personal representatives, successors in interest, and assigns as a part of the consideration hereof, do hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities,

(2) that in the construction of any improvements on, over, or under such land and in the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Licensee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR PART 21,

Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

11. Independent Contractor. It is agreed that Licensee is an independent contractor hereunder and not an agent or employee of Licensor with respect to its acts or omissions.

12. Breach of Covenants. In the event of breach of any of the above covenants, the Nantucket Memorial Airport shall have the right to terminate the license and to exclude the Licensee from the said premises and the facilities thereon as if said license had never been made or issued.

13. Assignment. This License is not transferable and no privilege contained herein may be sublet or assigned to any other person or organization without the express written consent of the Licensor.

IN WITNESS HEREOF, the parties hereto have caused this License Agreement to be executed as a sealed instrument the day and year first written above.

**Nantucket On Island Chefs**  
(LICENSEE)

By: \_\_\_\_\_

Print: \_\_\_\_\_

Date: \_\_\_\_\_

**Nantucket Memorial Airport Commission**  
(LICENSOR)

By: \_\_\_\_\_

Date: \_\_\_\_\_

## **AGREEMENT**

**NAME:** Louie LLC d/b/a "Fly Louie"

**PHONE:** 914-656-1618

**ADDRESS:** Attn: Julia Takeda  
175 Varick St.  
New York, NY 10014

**INTENDED USE:** Air Charter Service

**LOCATION:** South Ramp (by flight operators)

**FEES: (PAYABLE ANNUALLY)** \$1,500 Annual Business License.

**STARTING DATE:** 6/1/19

**ENDING DATE:** 5/31/2020

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2019 between the Nantucket Memorial Airport Commission and Fly Louie named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. **AGREEMENT:** Nantucket Memorial Airport recognizes Fly Louie's non-exclusive, non-transferable rights to conduct air charter services at the airport using properly licensed air carriers. Fly Louie enters into this agreement on a voluntary basis.
2. **ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.
3. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above.
4. **FEES:** Fly Louie shall pay Nantucket Memorial Airport its Annual Business fee of \$1,500.00. Payment shall be made at the Airport office located at 14 Airport Road, Nantucket, MA 02554.

**IN WITNESS WHEREOF,** each party signed and sealed this Agreement.

**NAME:** Fly Louie

**NAME:** Nantucket Memorial Airport Commission

By: Julia Takeda  
Julia Takeda, CEO

By: \_\_\_\_\_  
Daniel W. Drake, Chairman

Date: June 9, 2019

Date: \_\_\_\_\_

## EXHIBIT A

### TOWN OF NANTUCKET NANTUCKET MEMORIAL AIRPORT ADDITIONAL AGREEMENT TERMS AND RULES

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. **Initial Term; Renewal Term.** As indicated on front page of this contract, the initial term shall be for one (1) year, renewing annually on 6/1.

6. **Charges/Fees.** The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to Fly Louie prior to the start of the term or any renewal term.

7. **Operation.** Except as otherwise permitted by law, in exercising its rights as a business with operations involving service at the Airport, Fly Louie will conduct no commercial activity at the airport other than as an air charter service, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, Fly Louie agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport Commission. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. **Use of Premises.** Fly Louie agrees

- (a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.
- (b) to remedy promptly and condition or discontinue any practice to which the Airport Commissioners may reasonably object.

9. **Reporting.** LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the Department of Transportation (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. **Nantucket Memorial Airport Rights Reserved.** Consistent with applicable law, Nantucket Memorial Airport reserves for itself the following rights, which Fly Louie agrees to observe, and Fly Louie agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve Fly Louie of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Fly Louie agrees to comply.



(b) To approach Fly Louie any reasonable time for the purpose of inspection of Fly Louie's premises, if any.

No compensation or claim will be allowed or paid by the Nantucket Memorial Airport, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

11. **Compliance with Airport and Regulatory Rules.** Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Fly Louie with a copy of the Airport rules and/or standards, and it shall be the responsibility of Fly Louie to be familiar with those and any other applicable rules and regulations. Fly Louie, its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, Fly Louie acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

12. **INSURANCE:** FLY LOUIE SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.

**ADDITIONAL INSURED:**

Fly Louie's flight operators on its shuttle flight, per agreement, to name Fly Louie as additional insured. Fly Louie attests that the level of insurance meets or exceeds minimum requirements set by the DOT. Fly Louie shall maintain confidentiality of the insurance levels as commercially sensitive information.

**Indemnification.**

Fly Louie shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and passengers of Fly Louie and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of Fly Louie, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Fly Louie's premises, if any, or otherwise arising out of any acts or omissions of Fly Louie's employees, passengers, agents, and representatives.

**Liability Insurance.**

Fly Louie shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial

Airport as well as Fly Louie against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

Fly Louie shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

13. Default and Bankruptcy. In the event that:

(a) Fly Louie shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) Fly Louie shall default in the observance or performance of any other of Fly Louie's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) Fly Louie shall become unable to meet its obligations as they become due, or if a receiver is appointed for Fly Louie or if any assignment shall be made of Fly Louie's property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. Fly Louie shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If Fly Louie shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Fly Louie's part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Fly Louie. If the Nantucket Memorial Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Nantucket Memorial Airport by Fly Louie as additional fees.

14. Surrender. Fly Louie shall at the expiration or other termination of this Agreement remove all of Fly Louie's goods and effects, if any, from the Airport property. In the event of Fly Louie's failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to Fly Louie for loss or damage thereto, and at the sole risk of Fly Louie to remove and store any of the property at Fly Louie's expense, or to retain same.

15. Title Six Assurances - Nondiscrimination:

A. Fly Louie for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall provide services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

B. Fly Louie for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that it shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

16. General Provisions:

(a) Subordination of Agreement. This Agreement shall be subordinated to the provisions of:

(1) any existing or future agreement between Nantucket Memorial Airport and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators or Entities. Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, except where findings have been made by appropriate federal agencies or courts, Nantucket Memorial Airport shall not be liable to Fly Louie for any violation or non-observance of such rules and regulations by any operator or entity at the Airport.

(c) Independent Contractor. It is agreed that Fly Louie is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. Fly Louie shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to Nantucket Memorial Airport or Fly Louie shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to Fly Louie addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Agreement is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire Agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

**NOTICE TO FLY LOUIE:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

FLY LOUIE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

**Lessee:** Fly Louie.

**Lessor:** Nantucket Memorial Airport Commission

By: *Julia Takeda*

By: \_\_\_\_\_  
Daniel W. Drake, Chairman

CEO  
\_\_\_\_\_  
Title

Julia Takeda  
\_\_\_\_\_  
Print Name

Date : June 9, 2019

\_\_\_\_\_

## **AGREEMENT**

**NAME:** Fly the Whale

**PHONE:** 212-221-1203

**ADDRESS:** Attn: Kurt Holden  
2430 FDR Drive Service Rd E  
New York, NY 10010

**INTENDED USE:** Air Charter Service  
Fly Blade Affiliate

**LOCATION:** South Ramp

**FEES: (PAYABLE ANNUALLY) \$1,500**

**PLUS: Landing Fees (per turn basis)**

**PLUS: Ramp Fees (per turn basis)**

**STARTING DATE:** 6/1/2019

**ENDING DATE:** 5/31/2020

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2019 between the Nantucket Memorial Airport Commission and **Fly The Whale** named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. AGREEMENT: Nantucket Memorial Airport agrees to allow the operation of Fly the Whale at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.

2. ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A: Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.

3. TERM: The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.

4. FEES: For operating rights on the Airport, Fly the Whale shall pay Nantucket Memorial Airport its Annual Business fee of \$1,500.00 in advance of the first day of the term and landing and ramp fees (subject to increase under Exhibit A) on a per turn basis. The pilot is required to check in to the FBO (Fixed Based Operation) each landing. Fly the Whale shall also be responsible for Airport fees determined annually by the Airport Commission.

**IN WITNESS WHEREOF**, each party signed and sealed this Agreement.

**NAME:** Fly the Whale

**NAME:** Nantucket Memorial Airport Commission

By: 

By: \_\_\_\_\_  
Daniel W. Drake, Chairman

Date: June 7, 2019

Date: \_\_\_\_\_

## EXHIBIT A

### TOWN OF NANTUCKET NANTUCKET MEMORIAL AIRPORT ADDITIONAL AGREEMENT TERMS AND RULES

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, Fly the Whale shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to Fly the Whale prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, Fly the Whale will conduct no commercial activity of any kind whatsoever, other than as an air charter service, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, Fly the Whale agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport Commission. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

(b) to remedy promptly and condition or discontinue any practice to which the Airport Commissioners may reasonably object.

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which Fly the Whale agrees to observe, and Fly the Whale agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve Fly the Whale from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Fly the Whale agrees to comply.

(b) To approach Fly the Whale any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Nantucket Memorial Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of Fly the Whale's operation.

No compensation or claim will be allowed or paid by the Nantucket Memorial Airport, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Fly the Whale with a copy of the Airport rules and/or standards, and it shall be the responsibility of Fly the Whale to be familiar with those and any other applicable rules and regulations. Fly the Whale, its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, Fly the Whale acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. **INSURANCE: FLY THE WHALE SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

ADDITIONAL INSURED:

All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport**" as an **additional insured**.

Indemnification.

Fly the Whale shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of Fly the Whale and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of Fly the Whale, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Fly the Whale's premises or otherwise arising out of any acts or omissions of Fly the Whale's employees, members, agents, and representatives.

Liability Insurance.

Fly the Whale shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as Fly the Whale against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

Fly the Whale shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) Fly the Whale shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) Fly the Whale shall default in the observance or performance of any other of Fly the Whale's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) Fly the Whale shall become unable to meet its obligations as they become due, or if a receiver is appointed for Fly the Whale or if any assignment shall be made of Fly the Whale property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. Fly the Whale shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. Fly the Whale shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Fly the Whale's part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Fly the Whale. If the Nantucket Memorial Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Nantucket Memorial Airport by Fly the Whale as additional fees.

13. Surrender. Fly the Whale shall at the expiration or other termination of this Agreement remove all of Fly the Whale's goods and effects from the Airport property. In the event of Fly the Whale's failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to Fly the Whale for loss or damage thereto, and at the sole risk of Fly the Whale to remove and store any of the property at Fly the Whale's expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall provide services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The Operator for himself, his personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.



That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions:

(a) Subordination of Agreement. This Agreement shall be subordinated to the provisions of:

(1) any existing or future agreement between Nantucket Memorial Airport and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators. Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to Fly the Whale for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that Fly the Whale is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. Fly the Whale shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to Nantucket Memorial Airport or Fly the Whale shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to Fly the Whale addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Agreement is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire Agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

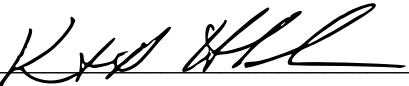
**NOTICE TO LESSEE:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

FLY THE WHALE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

**Lessee:** Fly the Whale

**Lessor:** Nantucket Memorial Airport Commission

By: 

By: \_\_\_\_\_  
Daniel W. Drake, Chairman

\_\_\_\_\_  
Director of Operations  
Title

\_\_\_\_\_

\_\_\_\_\_  
Kurt Holden  
Print Name

\_\_\_\_\_

Date : 06/13/2019

\_\_\_\_\_

## AGREEMENT

**NAME:** SpectaculAir, LLC

**PHONE:** 508-901-9625

**ADDRESS:** Attn:Eric Goddard  
57 Meadowview Dr.  
Nantucket, MA 02554

**INTENDED USE:** Air Charter Service

**LOCATION:** South Ramp

**ANNUAL BUSINESS FEE-** Paid Under Existing Allies Air Freight, LLC Sub-Lease

**PLUS:** Monthly Landing Fees

**PLUS:** Monthly Ramp Fees

**STARTING DATE:** 6/1/2019

**ENDING DATE:** 5/31/2020

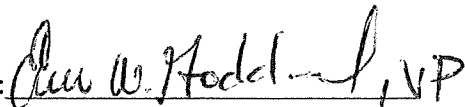
This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2019 between the Nantucket Memorial Airport Commission and SpectaculAir, LLC named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. **AGREEMENT:** Nantucket Memorial Airport agrees to allow the operation of **SpectaculAir, LLC** at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.
2. **ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.
3. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.
4. **FEES:** For operating rights on the Airport, SpectaculAir, LLC shall pay Nantucket Memorial Airport its monthly landing fees for all freight flights (subject to increase under Exhibit A) in advance of the first day of the term. Payment shall be made at the Airport office located at 14 Airport Road, Nantucket, MA 02554. Charter flights are responsible to pay landing and ramp fees on a per turn basis. The Pilot is required to check in to the FBO (Fixed Based Operation) each landing. SpectaculAir, LLC shall also be responsible for Airport fees determined annually by the Airport Commission.

**IN WITNESS WHEREOF,** each party signed and sealed this Agreement.

**NAME:** SpectaculAir, LLC

**NAME:** Nantucket Memorial Airport Commission

By: , VP

By: \_\_\_\_\_  
Daniel W. Drake, Chairman

Date: 7/3/19

Date: \_\_\_\_\_

## EXHIBIT A

### TOWN OF NANTUCKET NANTUCKET MEMORIAL AIRPORT ADDITIONAL AGREEMENT TERMS AND RULES

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, SpectaculAir, LLC shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to SpectaculAir, LLC prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, SpectaculAir, LLC will conduct no commercial activity of any kind whatsoever, other than as an air charter service, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, SpectaculAir, LLC agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport Commission. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

(b) to remedy promptly and condition or discontinue any practice to which the Airport Commissioners may reasonably object.

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which SpectaculAir, LLC agrees to observe, and SpectaculAir, LLC agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve SpectaculAir, LLC from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom SpectaculAir, LLC agrees to comply.

(b) To approach SpectaculAir, LLC any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Nantucket Memorial Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of SpectaculAir, LLC's operation.

No compensation or claim will be allowed or paid by the Nantucket Memorial Airport, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish SpectaculAir, LLC with a copy of the Airport rules and/or standards, and it shall be the responsibility of SpectaculAir, LLC to be familiar with those and any other applicable rules and regulations. SpectaculAir, LLC, its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, SpectaculAir, LLC acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. **INSURANCE: SPECTACULAIR, LLC SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

**ADDITIONAL INSURED:**

All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport" as an additional insured.

**Indemnification.**

SpectaculAir, LLC shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of SpectaculAir, LLC and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of SpectaculAir, LLC, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using SpectaculAir, LLC's premises or otherwise arising out of any acts or omissions of SpectaculAir, LLC's employees, members, agents, and representatives.

**Liability Insurance.**

SpectaculAir, LLC shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as SpectaculAir, LLC against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

SpectaculAir, LLC shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) SpectaculAir, LLC shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) SpectaculAir, LLC shall default in the observance or performance of any other of SpectaculAir, LLC's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) SpectaculAir, LLC shall become unable to meet its obligations as they become due, or if a receiver is appointed for SpectaculAir, LLC or if any assignment shall be made of SpectaculAir, LLC property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. SpectaculAir, LLC shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If SpectaculAir, LLC shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on SpectaculAir, LLC's part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of SpectaculAir, LLC. If the Nantucket Memorial Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Nantucket Memorial Airport by SpectaculAir, LLC as additional fees.

13. Surrender. SpectaculAir, LLC shall at the expiration or other termination of this Agreement remove all of SpectaculAir, LLC's goods and effects from the Airport property. In the event of SpectaculAir, LLC's failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to SpectaculAir, LLC for loss or damage thereto, and at the sole risk of SpectaculAir, LLC, to remove and store any of the property at SpectaculAir, LLC's expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall provide services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The Operator for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle

A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions:

(a) Subordination of Agreement. This Agreement shall be subordinated to the provisions of:

(1) any existing or future agreement between Nantucket Memorial Airport and the United States relative to the operation or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators. Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to SpectaculAir, LLC for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that SpectaculAir, LLC is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. SpectaculAir, LLC shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to Nantucket Memorial Airport or SpectaculAir, LLC shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to SpectaculAir, LLC addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Agreement is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire Agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

**NOTICE TO LESSEE:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

SPECTACULAIR, LLC BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

**Lessee:** SpectaculAir, LLC

By: 

Vice President  
Title

Eric Goddard  
Print Name

Date : 7/3/19

**Lessor:** Nantucket Memorial Airport Commission

By: \_\_\_\_\_  
Daniel W. Drake, Chairman

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



## AGREEMENT

**NAME:** Reliant Air

**PHONE:** 203-743-5100

**ADDRESS:** Attn: Wayne Toher - President  
Danbury Municipal Airport  
1 Wibling Road  
Danbury CT 06810

**INTENDED USE:** Scheduled Service Operator  
and Fly Louie Operator

**LOCATION:** South Ramp

**FEES: (PAYABLE ANNUALLY) \$1,500**

**PLUS: Landing Fees (per turn basis)**

**PLUS: Ramp Fees (per turn basis)**

**STARTING DATE:** 6/1/2019

**ENDING DATE:** 5/31/2020

This Agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2019 between the Nantucket Memorial Airport Commission and **Reliant Air** named above. In consideration of the mutual covenants and Agreements hereinafter set forth, the parties agree as follows:

1. **AGREEMENT:** Nantucket Memorial Airport agrees to allow the operation of Reliant Air at the facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement.

2. **ADDITIONAL TERMS OF THIS AGREEMENT IN EXHIBIT A:** Set forth in Exhibit A attached hereto, entitled "Town of Nantucket, Nantucket Memorial Airport, Additional Agreement Terms and Rules" are additional provisions. These provisions and others set out in Exhibit A, are considered to be a part of this Agreement in the same manner as if set forth here in their entirety.

3. **TERM:** The term of this Agreement shall be for a period of one (1) year, commencing on the starting date above, subject to Exhibit A.

4. **FEES:** For operating rights on the Airport, Reliant Air shall pay Nantucket Memorial Airport its Annual Business fee of \$1,500.00 in advance of the first day of the term, and landing and ramp fees (subject to increase under Exhibit A) on a per turn basis. The pilot is required to check into the FBO (Fixed Based Operation) each landing. Reliant Air shall also be responsible for Airport fees determined annually by the Airport Commission.

**IN WITNESS WHEREOF,** each party signed and sealed this Agreement.

**NAME:** Reliant Air

**NAME:** Nantucket Memorial Airport Commission

By:  \_\_\_\_\_

By: \_\_\_\_\_  
Daniel W. Drake, Chairman

Date: 6/17/2019

Date: \_\_\_\_\_

Wayne R. Toher personally appeared

Laura Sexton  
Expires 4-30-2024

## EXHIBIT A

### TOWN OF NANTUCKET NANTUCKET MEMORIAL AIRPORT ADDITIONAL AGREEMENT TERMS AND RULES

Sections 1, 2, 3, and 4 of the Agreement are set forth in the first page of the Agreement signed by both parties. This page and those that follow set out additional terms of that Agreement, Sections 5 through 15.

Though only briefly listed or described in the attached signed pages, the terms and rules herein set forth are equally part of the Agreement and bind upon the parties as those set forth on the first page of the Agreement.

The additional terms of the Agreement are as follows:

5. Initial Term; Renewal Term. As indicated on front page of this contract, the initial term shall be for one (1) year. If, after the termination of this Agreement, Reliant Air shall be deemed to be a tenant from day to day at a daily fee for use as may be established by NANTUCKET MEMORIAL AIRPORT COMMISSION, and all other provisions of this Agreement shall continue to be operative.

6. Charges/Fees. The amount of charges/fees may be changed by the Nantucket Memorial Airport upon thirty (30) days written notice to Reliant Air prior to the start of the term or any renewal term.

7. Operation. In exercising its rights as an operator at the Airport, Reliant Air will conduct no commercial activity of any kind whatsoever, other than as an air charter service, without written consent of the Nantucket Memorial Airport. In utilizing the Airport, Reliant Air agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the Nantucket Memorial Airport Commission. For additional terms of Agreement, see "Addendum" (if any) attached hereto and made a part hereof.

8. Use of Premises.

(a) to exhibit no sign or advertisements in or about the Airport without the prior approval of the Airport Manager.

(b) to remedy promptly and condition or discontinue any practice to which the Airport Commissioners may reasonably object.

9. Nantucket Memorial Airport Rights Reserved. Nantucket Memorial Airport reserves for itself the following rights, which Reliant Air agrees to observe, and Reliant Air agrees that the same may be exercised by Nantucket Memorial Airport and that any such exercise of said rights shall not be deemed to render Nantucket Memorial Airport liable for damages or otherwise to relieve Reliant Air from any of its obligations.

(a) To adopt from time to time rules and regulations consistent with terms of this Agreement for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom Reliant Air agrees to comply.

(b) To approach Reliant Air any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the Nantucket Memorial Airport. Nantucket Memorial Airport in such case is to use its best efforts to avoid disruption of Reliant Air's operation.

No compensation or claim will be allowed or paid by the Nantucket Memorial Airport, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

10. Compliance with Airport and Regulatory Rules. Rules and regulations of Nantucket Memorial Airport, any Airport standards of operation and procedures, if any, as adopted by the Nantucket Memorial Airport, any applicable rules or regulations of the FAA or any other state or federal regulatory agency having jurisdiction shall be an integral part of this Agreement. The Airport Commissioners of Nantucket Memorial Airport shall furnish Reliant Air with a copy of the Airport rules and/or standards, and it shall be the responsibility of Reliant Air to be familiar with those and any other applicable rules and regulations. Reliant Air, its members or visitors, shall comply with all provisions of said procedures.

In compliance with Airport and Regulatory Rules, Reliant Air acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, or as amended, as part of a study performed under Part 150 of the Federal Air Regulations or any amendment thereof. It is further understood that all operators conducting commercial air operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures as a condition of this Agreement. Each operator must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to Agreement renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the operator has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of this Agreement.

11. **INSURANCE: RELIANT AIR SHALL DEPOSIT WITH THE NANTUCKET MEMORIAL AIRPORT CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

ADDITIONAL INSURED:

All certificates will indicate the "Town of Nantucket/Nantucket Memorial Airport" as an additional insured.

Indemnification.

Reliant Air shall indemnify and hold harmless the Nantucket Memorial Airport, its Commissioners, officers, agents and employees, from all claims and demands of third persons, including employees and members of Reliant Air and the Nantucket Memorial Airport but not limited to those for death, for personal injuries, or for property damage arising out of the acts or omissions of Reliant Air, its officers, members, employees, agents, representatives, contractors, customers, guests, invitees and other persons using Reliant Air's premises or otherwise arising out of any acts or omissions of Reliant Air's employees, members, agents, and representatives.

Liability Insurance.

Reliant Air shall maintain, with respect to the Agreement, comprehensive public liability insurance, in the amount of \$1,000,000, with property damage insurance in limits of \$500,000, in responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the Nantucket Memorial Airport as well as Reliant Air against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

Worker's Compensation Insurance.

Reliant Air shall maintain and keep in force Worker's Compensation Insurance, which is recognized by the Commonwealth of Massachusetts.

12. Default and Bankruptcy. In the event that:

(a) Reliant Air shall default in the payment of any installment or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) Reliant Air shall default in the observance or performance of any other of Reliant Air's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or

(c) Reliant Air shall become unable to meet its obligations as they become due, or if a receiver is appointed for Reliant Air, or if any assignment shall be made of Reliant Air property for the benefit of creditors, then the Nantucket Memorial Airport shall have the right thereafter, while such default continues, to declare the term of this Agreement ended. Reliant Air shall indemnify the Nantucket Memorial Airport against all loss of fees and other payments, which the Nantucket Memorial Airport may incur by reason of such termination during the residue of the term. If Reliant Air shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on Reliant Air's part to be observed or performed under or by virtue of any of the provisions in any article of this Agreement, the Nantucket Memorial Airport, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of Reliant Air. If the Nantucket Memorial Airport makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the Nantucket Memorial Airport by Reliant Air as additional fees.

13. Surrender. Reliant Air shall at the expiration or other termination of this Agreement remove all of Reliant Air's goods and effects from the Airport property. In the event of Reliant Air's failure to remove any of its property from the premises, Nantucket Memorial Airport is hereby authorized, without liability to Reliant Air for loss or damage thereto, and at the sole risk of Reliant Air, to remove and store any of the property at Reliant Air's expense, or to retain same.

14. Title Six Assurances - Nondiscrimination:

A. The Operator for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall provide services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

B. The Operator for himself, his personal representatives, successors in interest, and assigns, as apart of the consideration hereof, does hereby covenant and agree as a covenant running with the land that

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the Nantucket Memorial Airport shall have the right to terminate this Agreement

15. General Provisions:

(a) Subordination of Agreement. This Agreement shall be subordinated to the provisions of:

(1) any existing or future agreement between Nantucket Memorial Airport and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the Nantucket Memorial Airport to secure bonds or other financing.

(b) Compliance by Other Operators. Nantucket Memorial Airport shall, whenever possible, make reasonable efforts to obtain uniform compliance with its rules and regulations; however, Nantucket Memorial Airport shall not be liable to Reliant Air for any violation or non-observance of such rules and regulations by any operator at the Airport.

(c) Independent Contractor. It is agreed that Reliant Air is an independent contractor hereunder and not an agent or employee of Nantucket Memorial Airport with respect to its acts or omissions.

(d) Successors and Assigns. Reliant Air shall have no right to assign this Agreement without the prior written approval of Nantucket Memorial Airport. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to Nantucket Memorial Airport or Reliant Air shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to Nantucket Memorial Airport shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to Reliant Air addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Agreement is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire Agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this Agreement shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the Agreement shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Agreement.

**NOTICE TO LESSEE:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

RELIANT AIR, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

Lessee: Reliant Air


Lessor: Nantucket Memorial Airport Commission

By:  \_\_\_\_\_

By: \_\_\_\_\_

Daniel W. Drake, Chairman

Title

 \_\_\_\_\_

Print Name

Date :

6/17/2019

<b>UNITED CONTRACT 185125-2</b>
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## NANTUCKET MEMORIAL AIRPORT COMMISSION

**LEASE AGREEMENT****LESSEE NAME:** United Airlines, Inc.**PHONE:** 872-825-7596

**ADDRESS:** Attn: Sharla D. Gardner, CPA  
 Manager – Airport Affairs  
 233 South Wacker Drive  
 11<sup>th</sup> Fl, Dept. 1158-H  
 Chicago, IL 60606

**LOCATION:** Terminal**SPACE:** Office/Counter etc.

**RAMP FEE PAYABLE UP FRONT:**  
 4 Mo (Minimum) @ \$3,000 p/m \$12,000

**INTENDED USE:** Non-Signatory  
 Terminal User

**SPACE RENTAL:**

Office/Counter \$3,920  
 Seasonal Holdroom \$6,000

**SIZE:**

Office 98 sq ft.  
 Common Space 1,100 sq ft.  
 Seasonal Holdroom 282 sq ft.

**ANNUAL FEES:** \$1,500 (Business Fee)  
 \$ 480 (Intercom)

**PLUS MONTHLY:** Landing Fees**SECURITY DEPOSIT:** \$10,000**AMOUNT IN LIEU OF TAXES:** As Invoiced (if applicable)**STARTING DATE:** 6/1/2019**ENDING DATE:** 9/30/2019

This Lease Agreement, made this \_\_\_\_ 1st \_\_\_\_ day of \_\_\_\_ July \_\_\_\_, 2019, by and between the Town of Nantucket acting by and through the Nantucket Memorial Airport Commission, a commission established, pursuant to the powers contained in G.L. c.90, Section 51E, having an address of Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 hereinafter called "LESSOR" and United Airlines, Inc. "LESSEE", named above hereinafter called "LESSEE".

In consideration of the mutual covenants and agreements hereinafter set forth, LESSOR and LESSEE agree as follows:

1. **PREMISES:** The LESSOR agrees to lease to LESSEE the above space (the "space" or "Premises") at LESSOR's facility known as Nantucket Memorial Airport (the "Airport"), all on the terms and subject to the conditions of this Agreement. Notwithstanding anything to the contrary in this Lease, the Premises are hereby leased in an "as is" condition without any representations or warranties whatsoever, express or implied.

2. TERM: The initial term of this Agreement shall be for a period of four (4) months, commencing on the starting date above, automatically renewable without notice, up to a total of 12 months, provided LESSEE is not in default. Either party shall give thirty (30) days written notice of its or their intent not to renew the monthly term. If after the termination of this Lease, LESSEE shall be deemed to be a tenant from day to day at a daily fee for use and occupancy as may be established by LESSOR, subject to the terms of this Lease.

3. RENT: The LESSEE shall pay LESSOR its rent and ramp annually, the sum of \$21,920 (\$9,920 for rental space and \$12,000 for ramp) in advance of the first day of the term. Payment shall be made at LESSOR's office located at the Airport. LESSEE shall also be responsible for Airport fees determined annually by LESSOR. The amount of rent may be changed by the LESSOR upon thirty (30) days written notice to the LESSEE prior to the commencement of the term or any renewal term. In addition to the rent, the LESSEE shall also pay monthly landing fees and a one time annual business fee and intercom fee and an amount in lieu of taxes apportioned on a monthly basis, as set forth above.

4. PERMITTED USE OF PREMISES: The Premises shall be used and occupied by LESSEE solely for its intended use or uses as stated above, and may not be used for any other purpose. No commercial activity of any kind whatsoever shall be conducted by LESSEE in, from, or around the Premises without the prior written consent of the LESSOR. In utilizing the Premises, LESSEE agrees to and shall comply with all applicable ordinances, resolutions, rules and regulations established by Federal, State, Local Government Agency, or by the LESSOR. For additional terms of lease, see "Addendum" (if any) attached hereto and made a part hereof.

5. MAINTENANCE AND USE OF PREMISES: The LESSEE shall at its own cost and expense agree:

(a) To furnish, install and maintain in the Premises equipment and fixtures necessary for carrying on the purpose as hereinabove described, together with electrical rearrangements, decorating and other work, all at LESSEE's sole cost and expense, and all subject to the prior approval of the Board of Commissioners of the Nantucket Memorial Airport or such Commissioners acting through the Airport Manager of the Nantucket Memorial Airport (the "Airport Commissioners") who may require that said fixtures and equipment be of the same design and appearance as other Lessees.

(b) Not to exhibit any sign or advertisements in or about the Premises without the prior approval of the Airport Commissioners.

(c) To keep its furniture, equipment and fixtures and the areas immediately adjoining the Premises in a clean, safe, and sanitary condition, providing proper waste receptacles, and any other service which is necessary to keep the Premises and the improvements free of any condition that may pose a threat or risk of damage or injury to person or property. LESSOR shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that LESSEE fails to do so within twenty-four (24) hours after notice of such condition. In the event the LESSEE fails to comply with any such notice and LESSOR acts to clean the Premises, LESSEE shall reimburse the LESSOR for all cost and expense incurred by the LESSOR to clean the Premises.

(d) To remedy promptly any condition or discontinue any practice to which the Airport Commissioners may reasonably object.



6. ALTERATIONS; ADDITIONS: The LESSEE shall not make structural alterations or additions to the Premises or non-structural alterations without the LESSOR's consent thereto in writing. All such allowed alterations shall be at LESSEE's sole cost and expense and shall be completed in a good and workmanlike quality and in a condition at least equal to the present construction. All local, state and federal permits for renovations are to be provided to the LESSOR for the files. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. At the termination of occupancy, as provided herein, any alterations or improvements made by the LESSEE shall become the property of the LESSOR, at the discretion of the LESSOR.

7. UTILITIES: The LESSEE shall have all telephone and other services used by it, in its own name, where practicable and shall pay the bills therefor. LESSEE is also required to be connected into the Airport paging system through the Airport's contractor. The LESSOR agrees to provide all other utility service and to furnish heat, air condition, if applicable to the space, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control. The LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSOR's sole obligation, provided that such installation shall be at the LESSEE's expense and, shall be subject to the written consent of the LESSOR.

8. LESSOR RIGHTS RESERVED: The LESSOR reserves for itself the following rights, which LESSEE agrees to observe, and LESSEE agrees that the same may be exercised by LESSOR and that any such exercise of said rights shall not be deemed to effect an eviction or to render LESSOR liable for damages by abatement of rent or otherwise to relieve LESSEE from any of its obligations.

(a) To adopt from time to time rules and regulations not inconsistent with terms of this Lease for the use, protection and welfare of Nantucket Memorial Airport and its occupants, with whom LESSEE agrees to comply; and

(b) To enter upon Premises and facilities of the LESSEE any reasonable time for that purpose of inspection or for any purpose incident to the performance of its obligations hereunder, in the exercise of any of its governmental functions or by others with the permission from the LESSOR. LESSOR in such case is to use its best efforts to avoid disruption of LESSEE's operation.

No compensation or claim will be allowed or paid by the LESSOR, by reason of inconvenience, annoyance or injury to business, arising from the necessity of repairing, altering, or developing any portion of the Airport.

9. COMPLIANCE WITH AIRPORT AND REGULATORY RULES: The LESSEE shall observe and obey all laws and rules and regulations of the Airport, any Airport standards of operation and procedures, if any, as adopted by the LESSOR, including but not limited to applicable rules or regulations of the Federal Aviation Administration (FAA) or any other state or federal regulatory agency having jurisdiction. The Airport Commissioners of Nantucket Memorial Airport shall furnish

LESSEE with a copy of the Airport rules and/or standards, and it shall be the responsibility of the LESSEE to be familiar with those and any other applicable rules and regulations. LESSEE, its members or visitors, shall comply with all provisions of said procedures.

In amplification of Article Nine above, Compliance with Airport and Regulatory Rules, LESSEE acknowledges the existence of a body of procedures for the abatement of noise caused by aircraft which have been adopted by the Airport and community as of December 1, 1987, as part of a study performed under Part 150 of the Federal Air Regulations. It is further understood that all Lessees conducting commercial airlines operations, or general aviation operations, at the Nantucket Memorial Airport are required to comply with those flight procedures, as amended from time to time, as a condition of their tenancy. Each Lessee must satisfy the Nantucket Memorial Airport of their continuing compliance no more seldom than once each year prior to lease renewal and at any time that the Airport Commission has reason to believe that non-compliance has occurred. A finding after hearing that the LESSEE has failed to comply with such flight procedures shall be deemed to be sufficient cause for non-renewal or cancellation of LESSEE's lease.

LESSEE will recognize the importance of federal funding to the Airport under the Airport Improvement Program (or other future program) and will submit to the Department Of Transportation (whether required by the DOT or not) Form Number 1800-31 on a timely basis with a copy to the Airport Manager's office. This report is for reporting enplanements, from which our Airport receives its federal funding for capital improvement projects. Also, monthly enplanement numbers shall be supplied to the Airport Manager's office within 15 days after the month being reported.

10. HAZARDOUS MATERIALS. Except for common office or household cleaning products used in accordance with manufacturer's instructions and all applicable governmental laws, regulations and requirements, LESSEE shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radioactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by LESSOR in advance in writing, which consent may be withheld in LESSOR'S sole and absolute discretion. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which LESSOR may terminate this Lease without penalty. LESSEE shall (i) notify LESSOR immediately of any release or threat of release of any Hazardous Material on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all Hazardous Material contamination on or from the Premises caused by LESSEE in compliance with all applicable statutes, regulations and standards, at LESSEE'S sole cost and expense, and in addition to any other rights and remedies available to LESSOR, (iii) indemnify, defend and hold LESSOR harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature in any way suffered, incurred or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by LESSEE, its agents, employees, contractors,

representatives, licensees, or invitees. LESSEE hereby acknowledges and agrees that LESSOR shall have no responsibility to LESSEE, its agents, employees, representatives, permittee and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same, except for any Hazardous Materials placed or released on the Premises by LESSOR. This provision shall survive the expiration or termination of this Lease.

**11. INSURANCE AND INDEMNIFICATION: THE LESSEE SHALL DEPOSIT WITH THE LESSOR CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED BELOW PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

ADDITIONAL INSURED: All certificates will indicate the "**Town of Nantucket/Nantucket Memorial Airport (LESSOR)**" as an **additional insured**, under liability coverages, but only as respects operations of the Named Insured as their interests may appear.

INDEMNIFICATION: LESSEE shall defend, indemnify and hold harmless, the LESSOR, its Commissioners, officers, agents and employees, from and against any and all claims, expenses or liabilities of whatever nature from any suits, claims and demands (including without limitation reasonable attorney's fees and experts' fees),

(a) arising directly or indirectly from the failure of the LESSEE or LESSEE'S contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders, regulations or lawful direction now or hereafter in force of any public authority, and

(b) arising directly or indirectly from any accident, injury or damage, however, caused to any person or property, on or about the Premises where such accident, injury, or damage results, or is claimed to have resulted, from any act, omission or negligence on the part of the LESSEE or LESSEE's contractors, license, agents, employees or customers, or anyone claiming by or through the LESSEE.

LIABILITY INSURANCE: The LESSEE shall maintain, in full force from the date of commencement of the Lease throughout the Term and thereafter so long as LESSEE is in occupancy of the Premises with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance, in the amount of \$3,000,000, for each occurrence with property damage insurance in limits of \$1,000,000, for each occurrence. The policy shall be written with responsible companies qualified to do business in Massachusetts, and in good standing therein, insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided (unless different amounts specified on front page of contract).

FIRE INSURANCE: The LESSEE shall procure and keep in force, fire and extended coverage insurance upon its leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability.

WORKER'S COMPENSATION INSURANCE: The LESSEE and any of its contractors shall maintain and keep in force Workers' Compensation Insurance, which is recognized by the Commonwealth of Massachusetts, and shall deliver to the LESSOR copies of certificate of insurance naming the LESSOR as an additional insured on the aviation liability insurance only. Without limiting LESSOR's other rights under any other provisions of this Lease, if LESSEE shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by LESSOR to LESSEE thereof, then LESSOR, without further notice to LESSEE, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

12. DEFAULT AND BANKRUPTCY: If at any time subsequent to the date of this Lease any of the following events shall occur, LESSEE shall be in default under the terms and provision of this Lease:

(a) The failure of LESSEE to make payment of any installment of rent or other sum therein specified and such default shall continue for ten (10) days after written notice thereof; or

(b) The failure of the LESSEE to observe or perform any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or if such failure is of such a nature that LESSEE cannot reasonably remedy the same within such thirty (30) day period, LESSEE shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity, or

(c) The filing by LESSEE of a voluntary petition or the filing against LESSEE of an involuntary petition in bankruptcy or insolvency or adjudication of bankruptcy or insolvency of LESSEE, or the filing by LESSEE of any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under the present or future applicable federal or state law, or the assignment by LESSEE for the benefit of creditors, or appointment of a Trustee, receiver, or liquidation of all or any part of the assets of LESSEE, and within sixty (60) days after the commencement of any such proceeding against LESSEE, such proceeding shall not have been dismissed, or if within ninety (90) days after the appointment of any such trustee, receiver or liquidator of LESSEE or of all or any part of LESSEE's property, without the acquiescence of LESSEE, such appointment shall not have been vacated or otherwise discharged, or if any execution or attachment shall be issued against LESSEE or any of LESSEE's property pursuant to which the Premises shall be taken or occupied or attempted to be taken or occupied. Then in any such case, LESSOR may terminate this Lease by written notice to LESSEE specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate, and LESSEE shall then quit and surrender the Premises to LESSOR, but LESSEE shall remain liable as hereinafter provided.

If LESSEE defaults under the terms of this Lease as defined above, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises, to declare the term of this Lease ended, and remove the LESSEES's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of

this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

13. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease peaceably and quietly leave, surrender and yield to the Premises and all other improvements thereon in good order, repair and condition, ordinary wear and tear excepted and remove all LESSEE's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises). LESSEE shall deliver to the LESSOR the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the Premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same.

14. TITLE SIX ASSURANCES – NONDISCRIMINATION:

(a) The LESSEE, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate this Lease and to re-enter and repossess the Premises, and hold the same as if said Lease had never been made or issued.

(b) The LESSEE for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

(1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination,

(3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the

Department of Transportation – Effectuation of Title of the Civil Rights Act of 1964 and as said Regulations may be amended.

That in the event of a breach of any of the above nondiscrimination covenants, the LESSOR shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

15. GENERAL PROVISIONS:

(a) Subordination of Lease. This Lease shall be subordinated to the provisions of:

(1) any existing or future agreement between LESSOR and the United States relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development or improvement of the Airport; and

(2) any pledge, transfer, hypothecation or assignment made at any time by the LESSOR to secure bonds or other financing.

(b) Compliance by Other Lessees. LESSOR shall, whenever possible, make reasonable efforts to obtain, uniform compliance with its rules and regulations; however, LESSOR shall not be liable to LESSEE for any violation or non-observance of such rules and regulations by any tenant, concessionaire or LESSEE at the Airport.

(c) Independent Contractor. It is agreed that LESSEE is an independent contractor hereunder and not an agent or employee of LESSOR with respect to its acts or omissions.

(d) Sublease; Successors and Assigns. LESSEE shall have no right to sublease the Premises or assign this Agreement without the prior written approval of LESSOR. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of the permitted successors and assigns of the respective parties hereto.

(e) Notices. All notices required to be given to LESSOR or LESSEE shall be in writing and shall be given personally or sent by certified mail, return receipt requested, addressed to such party at its latest address of record. Notices to LESSOR shall be addressed to Airport Commissioners, Nantucket Memorial Airport, 14 Airport Road, Nantucket, MA 02554 and notices to LESSEE addressed to its address on the first page of this Agreement, or to such other addresses as the parties may designate to each other by such notice from time to time.

(f) Governing Law. This Lease is read and construed in accordance with the laws of the Commonwealth of Massachusetts except where State law shall be preempted by any rules, laws or regulations of the government of the United States of America. The parties hereto agree that any court of proper jurisdiction sitting in Nantucket County, Massachusetts, shall be the proper forum for any actions brought hereunder.

(g) Entire Agreement; Amendment Interpretation. This Agreement with attachments mentioned constitutes the entire agreement between the parties superseding all prior or contemporaneous understandings. No amendment, modification, or alteration of the terms of the Agreement shall be binding unless the same be in writing, dated subsequent to the date hereof, and duly executed by the parties hereto. No waiver of default by either party of any of the terms, covenants, and conditions herein to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party. If one or more clauses, sections, or provisions of this lease shall be held to be unlawful, invalid, or unenforceable, it is agreed that the remainder of the lease

shall not be affected thereby. The paragraph headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provisions of this Lease.

**Signature Page to Follow**


**NOTICE TO LESSEE:**

**DO NOT SIGN THIS AGREEMENT BEFORE YOU HAVE READ THE AGREEMENT SET FORTH ABOVE. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT AND SHOULD KEEP A COPY OF THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.**

LESSEE, BY SIGNATURE HEREON, ACKNOWLEDGES THIS AGREEMENT.

**LESSEE:**

United Airlines, Inc.

By:  \_\_\_\_\_  
1282CBCD6131494...

Managing Director- Airport Affairs  
Corporate Real Estate

\_\_\_\_\_  
Title

Peter Froehlich

\_\_\_\_\_  
Print Name

Date: July 1, 2019

**LESSOR:**

Nantucket Memorial Airport Commission

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Katy Perales, Office Manager



# **NANTUCKET MEMORIAL AIRPORT COMMISSION LEASE AGREEMENT**

This **Lease Agreement** executed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the **Town of Nantucket** acting by and through the **NANTUCKET MEMORIAL AIRPORT COMMISSION**, an agency duly created by the Town of Nantucket, pursuant, to the powers contained in Massachusetts General Laws, Ch. 90, Sec. 51D, hereinafter called the "Landlord", and **United Parcel Service, Inc.** hereinafter called the Tenant, and the Tenant hereby leases the Premises described below in accordance with the following terms and conditions.

In consideration of the mutual covenants and agreements hereinafter set forth, Landlord and Tenant agree as

## **ARTICLE ONE – Lease Data**

**Landlord:** Nantucket Memorial Airport Commission  
14 Airport Road  
Nantucket, MA 02554  
Attn: Airport Manager  
(508) 325-5300

**Tenant:** United Parcel Service Inc.  
Attn: Airport Properties Manager  
1400 N. Hurstbourne Parkway  
Louisville, KY 40223  
(502) 329-3992

**Premises:** ± 36,616 Square Feet located at 143 Old South Road as described on Exhibit A, attached hereto

**Permitted Use:** Freight Operations

**Base Rent:** \$59,317.92 Annually, or \$4,943.16 Monthly  
as adjusted annually in accordance with Section 3.1

### **Additional Rent:**

**Annual Business Fee -** Currently \$1,500 per year

**Amount in Lieu of Local Taxes -** Determined annually (only if not directly billed by Tax Collector)

**Bond:** \$100,000

**Commencement Date:** July 1, 2019

**Initial Term:** 5 years

**Options to Extend:** 1, 5 year option

**Security Deposit:** \$15,000.00

**Initial Public Liability Insurance Coverage:** \$1,000,000/ \$3,000,000 Aggregate

## ARTICLE TWO - Premises

2.1 Premises. Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord, the Premises, as described on Exhibit A attached hereto and incorporated herein, upon and subject to the terms of this Lease.

2.2 Obligations of Tenant. The Tenant shall be solely responsible for obtaining all permits, licenses and approvals required by federal, state or local law applicable to the use of the Premises or the construction of any buildings and improvements on the Premises, and present a copy to the Airport office for the file. This Lease is contingent upon Tenant successfully obtaining all required permits, licenses and approvals for construction within 120 days of the date of execution this Lease. Tenant also agrees to have any construction completed within one year from the date of this Lease

2.3 Condition of Premises. The Premises are hereby leased in an "as is" condition, it being expressly understood and agreed that Landlord is not obligated to install services or facilities in the Premises beyond those now in place.

2.4 Additional Charges. Tenant will be responsible for bringing to the Premises and for making all connection to public utilities. All connection charges will be paid for by the Tenant.

## ARTICLE THREE – Rent and Other Charges

3.1 Base Rent. Tenant shall pay to the Landlord, during the term hereof, the Base Rent set forth in Article One, above, such amount to be paid in twelve equal monthly installments, in advance on or before the first day of each month. Base Rent shall be increased, but not decreased, annually based on the change in the federal CPI-W rate as published by the United States Bureau of Labor Statistics, effective on the anniversary of the Commencement Date specified in Article One, above. Further, on each five year anniversary of the Commencement Date, the Base Rent shall be increased, but not decreased, based on the greater of (i) the change in the CPI-W, as described above and (ii) the fair market rental value of the Premises as of such date as determined by an a qualified independent real estate appraiser identified by the Landlord to which the Tenant has no reasonable objection.

3.2 Additional Rent. In addition to the Base Rent, the Tenant shall pay annually, as Additional Rent:

(i) an annual Business Fee in the amount set forth in Article One, above, as it may be adjusted from time to time by the Landlord for all tenants;

(ii) a payment in lieu of local real estate and personal property taxes which would have been levied by the Town of Nantucket on the Premises and improvements constructed upon the Premises by Tenant for that tax year; and

(iii) such other consideration as is specified by the Nantucket Memorial Airport's Fees and Charges that, as the same may be amended from time to time.

The Landlord will bill the Tenant for these amounts annually and the payment will be due within 15 days thereafter.

*Section 3:3 purposely omitted*

~~3.3 Percentage Rent. In addition to the payment of Base Rent and Additional Rent, Tenant shall pay to Landlord, in the manner, upon the conditions, and at the times set forth, during each lease year as Percentage Rent, a sum equivalent to the percentage specified in Article One, above, multiplied by the gross sales, as defined, from all business done on and from the Premises. Percentage Rent shall be paid on~~

a quarterly basis within fifteen (15) days after the end of each calendar quarter. Percentage Rent shall be paid without any prior demand, and without any setoff or deduction. The Percentage Rent shall be adjusted proportionately for the first and last lease years if either of such periods consist of less than 12 months, and shall become due and payable within forty-five (45) days after the end of each applicable lease year.

(a) — Gross Sales. The term "gross sales" is defined to mean gross sales of Tenant, from all business conducted upon or from the Premises, together with the amount of all orders taken or received at the Premises, whether such orders are filled from the Premises or elsewhere. Gross sales shall not include sales of merchandise for which cash has been refunded, or allowances made on merchandise claimed to be defective or unsatisfactory, provided they shall have been included in gross sales; and there shall be deducted from gross sales the sales price of merchandise returned by customers for exchange, provided that the sales price of merchandise delivered to the customer in exchange shall be included in gross sales. Gross sales shall not include the amount of any sales or use tax, provided that the amount is added to the selling price or absorbed, and paid by Tenant to such government authority.

(b) — Records. To ascertain the amount payable as Percentage Rent, Tenant agrees to prepare and keep at Tenant's principal place of business on Nantucket for a period of not less than three (3) years following the end of each lease year adequate records, which shall show inventories and receipts of merchandise at the Premises, as well as daily receipts from all sales and other transactions on the Premises by Tenant and any other persons conducting any business upon said premises.

(c) — Statements by Tenant. Tenant shall submit to Landlord on or before the fifteenth day following the end of each calendar quarter at the place then fixed for the payment of rent a written statement signed by Tenant, and certified by Tenant or a partner or principal officer of Tenant, as the case may be, to be true and correct showing in reasonably accurate detail the amount of gross sales during the preceding lease year. The statements shall be in such form and style showing in reasonable details the elements and amounts of gross sales during the preceding year.

(d) — Audit. Landlord's acceptance of payments of Percentage Rent shall be without prejudice to Landlord's right to examine Tenant's books and records of its gross sales and inventories of merchandise at Tenant's principal place of business to verify the amount of annual gross receipts received by Tenant in and from the Premises. At Landlord's option, Landlord may cause, at any reasonable time during regular business hours upon not less than five (5) business days' prior written notice to Tenant, a complete audit to be made of Tenant's business affairs and records relating to the Premises for a period covered by any statement issued by Tenant as set forth in Section 3.3(e). Landlord shall have the right within three (3) years from the date of delivery of such statement to Landlord to have a certified public accountant selected by Landlord commence a special audit. If such audit shall disclose a liability for rent in excess of two percent (2%) of the Percentage Rent previously computed and paid by Tenant, Tenant shall promptly pay to Landlord, in addition to the deficiency, the cost of the audit. If there is no deficiency disclosed as a result of the special audit, the cost shall be paid by Landlord. Each statement of gross sales submitted by Tenant shall become conclusive and binding upon Landlord three (3) years after delivery to Landlord, unless within such three-year period Landlord shall cause the special audit to be commenced. Landlord shall hold all information obtained from any such audit in confidence, except (i) as may be necessary to enforce the Landlord's rights under this Agreement, (ii) with respect to tax proceedings, and (iii) with respect to any legal proceedings or court order to disclose said information.

(e) — Failure To Furnish Statements. If Tenant fails to prepare and deliver within the time specified any statement of gross sales, Landlord may elect to treat Tenant's failure as a breach of this Lease, entitling Landlord to terminate this Lease or Tenant's right to possession of the Premises or both, but only after Landlord has given to Tenant fifteen (15) days' notice in writing to submit such statement. If Tenant fails

~~to prepare and deliver the statement after receiving fifteen (15) days' notice, Landlord may also, or in the alternate, elect to make an audit of all books and records of Tenant, including Tenant's bank accounts, that in any way pertain to or show gross sales, and to prepare the statement or statements that Tenant has failed to prepare and deliver. Such audit shall be made and such statement or statements shall be prepared by a certified public accountant selected by Landlord. The statement or statements so prepared shall be conclusive on Tenant, and Tenant shall pay on demand all expenses of such audit and of the preparation of any such statements and all sums as may be shown by such audit to be due as percentage rent.~~

3.4 Security Deposit. On or before the Commencement Date, as set forth in Article One, above, the Tenant shall pay to the Landlord the amount of the Security Deposit, as set forth in Article One, above, which shall be held by the Landlord, without obligation for interest, as security for the performance of the Tenant's covenants and obligations under this Lease. If the Landlord draws upon the Security Deposit, the Tenant shall, within fifteen (15) days after receipt of written notice, replenish the amount of the Security Deposit held by the Landlord.

3.5 Bond. At least ninety (90) days prior to expiration of the Lease, if the then-current term has not been extended or otherwise renewed, the Tenant shall if requested by the landlord post a bond in an amount sufficient to assure the restoration of the Premises to its original condition, such amount to be the amount set forth in Article One, subject to such reasonable adjustment as the Landlord may determine.

3.6 Late Payment Fee. Any amount due from Tenant to Landlord under this Article Three or otherwise due under this Lease that is not paid when due shall bear and accrue interest at the rate of one and one-half percent (1.5%) per month from the due date until receipt of payment. Any partial payments received on said indebtedness shall be applied first to interest, and then to principal. With respect to any payment of additional Percentage Rent that is determined to be due as a result of an audit, the late payment fee shall be assessed beginning on the date such additional amount of Percentage Rent should have been paid.

#### **ARTICLE FOUR – Term and Extensions**

4.1 Term. This Lease shall commence on the Commencement Date set forth in Article One, above and, subject to earlier termination in accordance with the terms hereof, continue for the Initial Term set forth in Article One, above.

4.2 Extension Options. The Tenant shall have such options to extend this Lease as set forth in Article One, above, provided that, (i) at the time of both the exercise and extension of the this Lease, the Tenant is in full compliance with the terms and conditions here and (ii) throughout the term of the Lease, the Tenant has not been in any material default hereunder. The Tenant shall exercise any option hereunder by giving written notice to the Landlord by certified mail, return receipt requested, postage prepaid to Landlord, no later than six (6) months prior to the expiration of the then-current term.

Except as the terms may not be relevant or applicable, and except as to any further options, all the terms and conditions of the Lease shall apply for the extended period, except that the Base Rent for the initial year of the extension period shall be the Base Rent for the final year of the then-current term, as adjusted as provided in Section 3.1, above, and be increased similarly thereafter.

4.3 Holding Over. If, after the termination or expiration of this Lease, Tenant shall remain in possession without any express written agreement as to such holding over, Tenant shall be deemed to be a tenant at sufferance from day to day at a daily rental rate equal to two hundred fifty percent (250%) of the Base Rent previously in effect. During such continued occupancy, all other provisions of this Agreement (except as to the term) shall be in effect.

## ARTICLE FIVE - Rules and Regulations Governing the Airport

5.1 Acceptance of Airport Rules and Regulations. Tenant shall observe and obey all other rules and regulations promulgated by the Landlord and other appropriate local, state and federal entities having jurisdiction over the Nantucket Memorial Airport, including the Federal Aviation Administration (FAA) and the Massachusetts Aeronautics Commission. In addition to, and not to the exclusion of, all other applicable rules promulgated by the FAA, Tenant agrees to conduct its operations in compliance with the Federal Aviation Regulations, including all amendments hereafter made, embodied in 49 C.F.R. Part 107. Tenant further agrees to comply with all fire fighting and safety equipment requirements consistent with the nature of the premises to comply with local codes and fire regulations of the Town of Nantucket and will not take, or fail to take, any action that would adversely affect the insurability of the Premises or any other portion of the Airport.

5.2 Non-Discrimination Assurances. The Tenant, for itself, its heirs, personal representatives and its successors and assigns, does hereby covenant and agree:

(a) That in the event facilities are constructed, maintained, or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

(b) As a covenant running with the Premises that (i) no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such Premises and the furnishing of services thereon, no person on the grounds of race, color, handicap, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (iii) that the Tenant shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

(c) If the Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Tenant shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended;

(d) That the breach of any of the above nondiscrimination covenants constitutes a material breach of this Lease and the Landlord shall have the right to terminate the Lease and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

5.3 Liability for Fines and Penalties. Should Tenant, its customers, agents, employees, officers or guests violate said rules, regulations or covenants, and should said violations result in a citation or fine to the Landlord, then Tenant shall fully reimburse the Landlord for said citation or fine and for all costs and expenses, including reasonable attorney's fees, incurred by the Landlord in defending against the citation or fine. All such amounts shall constitute additional amounts due under the Lease and shall be paid

within fifteen (15) days of Tenant's receipt of notice thereof.

#### **ARTICLE SIX – Use of Premises**

- 6.1 Use of Premises: The Tenant shall use the Premises solely for the purposes set forth in Article One and activities necessary and incidental thereto, including any additional activities as approved by the Landlord.

#### **ARTICLE SEVEN – Tenant Covenants and Restrictions**

7.1 Liens and Alterations: Tenant shall not permit any mechanic's liens or similar liens to remain upon the Premises for labor and materials furnished to Tenant in connection with work of any character performed at the direction of the Tenant and shall cause any such lien to be released of record without cost to Landlord within sixty (60) days of the filing of the lien. Landlord shall not, under any circumstances, be liable for the payment of any expenses incurred or for the value of any work done or material furnished to the Premises or any part thereof, but all such shall cause all contractors to carry workers' compensation insurance in accordance with statutory requirements and comprehensive public liability insurance and automobile liability insurance covering such contracts on or about the Premises in amounts reasonably acceptable to Landlord and agrees to submit certificates evidencing such coverage to Landlord prior to the commencement of and during the continuance of such work.

Tenant shall not make any alterations, additions or improvements to the Premises without the prior written consent of the Landlord, which may be withheld in Landlord's sole and absolute discretion. All such alterations, additions or improvements shall be at Tenant's expense.

Tenant shall procure all necessary permits before undertaking any work on the Premises, and shall cause all such work to be performed in a good and first-class workmanlike manner and in accordance with the requirements of insurers, employing new materials of prime quality and shall defend, hold harmless, exonerate and indemnify Landlord from all injury, loss or damage to any person or property occasioned by such work. Tenant improvements, alterations and repairs shall be done and materials and labor furnished at Tenant's expense, and the laborers and material men furnishing labor and materials to the Premises or any part thereof shall release Landlord and the Premises from any liability.

All structural improvements and additions made by Tenant shall be the exclusive property of the Landlord, and all nonstructural alterations and additions shall be the exclusive property of Tenant. Tenant may at any time, at its sole option, remove any such nonstructural alteration or addition and restore the Premises to the same conditions as prior to such alteration or addition, reasonable wear and tear and damage by fire or other casualty only excepted.

7.2 Assignment and Subletting: Tenant shall not sublet, underlet, mortgage, pledge or encumber this Lease any portion of the Premises without, in each instance, having first obtained the prior written consent of Landlord. Any assignment or sublease under such consent shall be void unless the assignee or sub Tenant acknowledges in writing that it will be bound by and subject to the terms of this Agreement. No permitted assignment or subletting shall in any way impair the continuing primary liability of the Tenant hereunder and no consent by the Landlord in a particular instance shall be deemed to be a waiver of the obligation to obtain the Landlord's consent in a subsequent instance. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in the Lease by operation of law.

7.3 Aeronautics Restrictions. Tenant shall have the right to operate in the manner authorized by proper governmental authority and agencies, and shall be subject to the following restrictions:

(a) The Landlord reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property as described in this Lease, together with the right to cause in said airspace such sound as may be inherent in the operation of aircraft, now known or hereafter used for the navigation of or flight in said airspace, together with the emission of fumes or particles incidental to aircraft navigation, and for the use of said airspace for the landing on, taking off from or operating on Nantucket Memorial Airport.

(b) The Tenant expressly agrees for itself, its successors and assigns to prevent the use of the Premises for purposes which will create or result in hazards to flight such as, but not limited to, purposes which will (i) produce electrical interference with radio communications, (ii) make it difficult for pilots to distinguish between airport lights and others, (iii) project glare in the eyes of the pilots, (iv) impair visibility in the vicinity of the airport, or (v) otherwise endanger the landing, take-off or maneuvering of aircraft.

(c) The Landlord retains the continuing right in the Premises to prevent the erection or growth of any building, structure, tree, or other objects extending in to the airspace (above 45 feet Mean Ground Level) and to remove from said airspace, at the Tenant's expense or at the sole option of the Landlord, as an alternative, to mark and light as obstructions to air navigation, any such building, structure, tree, or other object now upon, or which in the future may be upon the property together with the right of ingress to, passage over, and egress from Tenant's property for the above purposes.

(d) The Tenant expressly agrees for itself, its successors and assigns, that the reservations and restrictions set forth in this instrument shall run with the land which shall be the servient tenement, it being intended that the lands now and hereafter comprising the Airport shall be the dominant tenement; excepting, however, that such reservations and restrictions shall become void and of no force and effect on such date as the lands comprised in the aforesaid Airport shall cease to be used for Airport purposes.

(e) The Tenant for itself, its heirs, personal representatives, successors in interest and assigns do hereby agree that if any aeronautical services or activities are to be offered, performed or conducted upon the Premises that:

In the exercise of the rights and privileges granted for the furnishing of aeronautical services to the public, Tenant will

(i) furnish said service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and

(ii) charge fair, reasonable, and not unjustly discriminatory prices for each unit or service; provided that the Tenant may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) It is mutually understood and agreed by the parties hereto that nothing contained in this Lease shall be construed as granting or as authorizing the granting of an exclusive right within the meaning of Section 308 (a) of the Federal Aviation Act of 1958.

7.4 Maintenance and Repair; Nuisance. Tenant will maintain the Premises and any structures or other improvements constructed thereon in good condition and repair, including painting the exterior of the building to prevent rusting or deterioration of any portions thereof; shrubbery, plantings and lighting will also be maintained. Any visible damage or defacement to the building, windows, or appurtenances will be corrected by the Tenant as quickly as possible to prevent a continuing condition of apparent disrepair or will remove the damaged remains from the Premises, and any replacement structure will be subject to the same terms and conditions as the original structure. The Tenant will not make or

Nantucket Memorial Airport Lease with UPS

suffer any unlawful, improper, noisy or offensive use of the Premises, or permit any use that shall be liable to endanger, affect, or make voidable any insurance on the Premises, or the building or any of its contents, or to increase the cost of any such insurance. Tenant covenants and agrees that the Premises shall not be used for any objectionable, unlawful purpose, or for any purpose which will constitute a nuisance; that it will permit Landlord to enter the Premises at all reasonable times for the purpose of inspecting the same and that upon the termination of this Lease it will quietly and peacefully surrender possession of the Premises to Landlord in good order and condition, ordinary wear and tear, damage by the elements and unavoidable casualty only excepted. If Tenant shall fail to keep the Premises in the condition required herein, or if repairs are required to be made by Tenant pursuant to the terms hereof, within thirty (30) days after notice by Landlord (or without notice in any emergency), Landlord shall have the right (but shall not be obligated) to make such repairs or perform maintenance work or any other work required of Tenant pursuant to this Lease and charge the reasonable cost thereof to Tenant as Additional Rent.

7.5 Sanitation. Tenant shall supply at its own expense a receptacle suitable for the disposal of refuse and shall be responsible for the disposal of all refuse. Tenant shall not permit any refuse to accumulate so as to constitute a fire or health hazard within the premises. If Tenant fails or neglects to keep the Premises and area herein described in a clean and sanitary condition at all times, Landlord shall have the right, without any obligation to do so, to enter upon the Premises and put them in a clean and sanitary condition in the event that Tenant fails to do so within twenty-four (24) hours after notice of any such condition. In the event the Tenant fails to comply with any such notice and Landlord acts to clean the Premises, Tenant shall reimburse Landlord for all cost and expense incurred by Landlord to clean the Premises

7.6 Airport Construction and Development. Tenant recognizes that from time to time during the term of this Lease it may be necessary for Landlord to initiate and carry forward programs of construction, expansion, maintenance and repair, and that such construction, expansion, maintenance and repair or relocation to an equal or better location may temporarily inconvenience or temporarily interrupt Tenant in its operations at the Airport. Tenant agrees that no liability shall be attached to Landlord, its agents or employees by reason of such relocation, temporary inconvenience or temporary interruption, so long as Landlord has made reasonable efforts to mitigate the effect of such work on the Tenant, and Tenant waives any right or claim to damages or other consideration therefor, except for reasonable and proportionate rental abatement in the event the Premises may not be used during any such period of time, or, in the alternative, the cost of the relocating the Tenant to an alternative location.

7.7 Hazardous Materials. Tenant shall not use, handle, store or dispose of any Hazardous Waste, Hazardous Material, Oil or radioactive material, as such terms are used or defined in Section 2 of Chapter 21C, Section 2 of Chapter 21D, and Section 2 of Chapter 21E of the General Laws of Massachusetts, and the regulations promulgated thereunder, as such laws and regulations may be amended from time to time (collectively "Hazardous Materials") in, under, on or about the Premises except for such storage and use consented to by Landlord in advance in writing, which consent may be withheld in Landlord's sole and absolute discretion. Any Hazardous Materials on the Premises, and all containers therefore, shall be used, kept, stored and disposed of in conformity with all applicable laws, ordinances, codes, rules, regulations and orders of governmental authorities. Any violation of said laws, rules or regulations shall be deemed a material breach of this Lease for which Landlord may terminate this Lease. Tenant shall (i) notify Landlord immediately of any release or threat of release of any Hazardous Materials on or from the Premises and any loss or damage or claim of loss or damage resulting therefrom, (ii) be solely responsible for remediating all contamination in full compliance with all applicable statutes, regulations and standards, at Tenant's sole cost and expense, and (iii) indemnify, defend and hold Landlord harmless from and against all liability, loss, damage, costs and expenses (including without limitation, reasonable attorney's fees and expenses), causes of action, suits, claims,



demands, or judgments of any nature in any way suffered, incurred, or paid as a result of the presence or release or threatened release of Hazardous Materials on or from the Premises which is caused or exacerbated by Tenant, its agents, employees, contractors, representatives, licensees, or invitees. Tenant hereby acknowledges and agrees that Landlord shall have no responsibility to Tenant, its agents, employees, representatives, permittees and invitees, for the presence of such Hazardous Materials on the Premises or be required to abate or remediate the same. This provision shall survive the expiration or termination of this Lease.

## **ARTICLE EIGHT - Indemnity and Public Liability Insurance**

8.1 Tenant's Indemnity. To the maximum extent this agreement may be made effective according to law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, expenses or liability of whatever nature from any suits, claims and demands arising directly or indirectly (i) from the failure of the Tenant's or Tenant's contractors, agents, employees or invitees to comply with the terms of this Lease or with any applicable laws, codes, bylaws, rules, orders regulations or lawful direction now or hereafter in force of any public authority and any accident, injury or damage whatsoever to any person, or to the property of any person, occurring on or about the Premises or (ii) from any accident, injury or damage however caused to any person or property on the Premises or occurring outside of the Premises but on the Airport property, in each case where such accident, damage or injury results or is claimed to have resulted from any act, omission or negligence on the part of Tenant or Tenant's contractors, agents, employees, or invitees or anyone claiming by or through the Tenant; and (iii) from any and all costs and expenses incurred in connection with any cleanup, remediation, removal or restoration work required by any federal, state or local governmental authority because of the presence of any Hazardous Materials on or about the Premises to the extent that Tenant or Tenant's contractors, agents, employees or invitees or anyone claiming by or through the Tenant caused or contributed to such environmental occurrence, in these cases, occurring after the date of this Lease until the end of the term of this Lease and thereafter so long as Tenant is in occupancy of any part of the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof, including, without limitation, reasonable attorneys' fees at both the trial and appellate levels.

8.2 Insurance. Tenant agrees to maintain in full force from the date upon which Tenant first enters the Premises for any reason, throughout the term of this Lease, and thereafter so long as Tenant is in occupancy of any part of the Premises and agrees prior to the commencement of the Lease, and thereafter on or before January 1 of each term of this Lease, to deliver to the Landlord a certificate of insurance evidencing compliance with the requirements herein:

(a) A policy of general liability and property damage insurance with respect to the Premises and the property of which the Premises are a part, naming the Tenant as an insured and the Landlord as an additional named insured, in the minimum amount of \$1,000,000 bodily injury and property damage for each occurrence, with a combined single limit of \$3,000,000 annual aggregate limit. Under which Tenant and Landlord are named as an insured. Landlord shall have the right from time to time to increase such minimum amounts upon notice to Tenant, provided that any such increase shall provide for coverage in amounts similar to like coverage being carried on like coverage being carried on similar property in the Nantucket area;

(b) A policy of fire and extended coverage insurance upon its building and leasehold improvements, furniture, furnishings, fixtures and equipment to the full insurable value thereof and any applicable equipment vendors or lenders give the Airport satisfactory releases from fire and extended coverage liability;

(c) A policy of Workers' Compensation insurance during any construction, maintenance or repair of the Premises by the Tenant or any of its contractors, covering the obligations of the Tenant and or its contractors in accordance with Massachusetts Workers' Compensation or Benefits law. Prior to the commencement of any construction, maintenance or repair of the Premises, the Tenant shall deliver to the Landlord a copy of the certificate of insurance which shall also name the Landlord as an additional insured;

(d) Automobile Liability Insurance of not less than \$1,000,000 per occurrence covering owned, hired and non-hired vehicle use and shall name the Landlord as an additional insured.; and

(e) Such other insurance as may reasonably be required by the Landlord.

Without limiting Landlord's other rights under any other provisions of this Lease, if Tenant shall fail to keep the Premises insured as provided herein, and if such failure shall continue for a period of ten (10) days following written notice by Landlord to Tenant thereof, then Landlord, without further notice to Tenant, may take out and pay for such insurance, and the amount of such payment shall become due and payable as Additional Rent on demand.

8.3 Tenant's Risk. To the maximum extent this agreement may be made effective according to law, Tenant agrees that all of the furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and all persons claiming by, through or under Tenant which, during the Term of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises or elsewhere on the Property, shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes or sprinklers, by theft or from any other cause, no part of said loss of damage is to be charged to or be borne by Landlord unless due to the negligence or misconduct of Landlord, its employees, agents, or contractors.

8.4 Injury Caused By Third Parties. To the maximum extent this agreement may be made effective according to law, Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons other than Landlord and Landlord's employees, agents and contractors.

8.5 Waiver of Subrogation. Insofar as, and to the extent that, the following provision shall not make it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the locality in which the Property is located (even though extra premium may result therefrom) Landlord and Tenant mutually agree that any property damage insurance carried by either shall provide for the waiver by the insurance carrier of any right of subrogation against the other, and they further mutually agree that, with respect to any damage to property, the loss from which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering such loss releases the other of and from any and all claims with respect to such loss to the extent of the insurance proceeds paid with respect thereto.

**THE TENANT SHALL DEPOSIT WITH THE LANDLORD CERTIFICATES FOR ALL INSURANCE REQUIREMENTS LISTED ABOVE PRIOR TO THE COMMENCEMENT OF THEIR TERM, AND THEREAFTER WITHIN THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF ANY SUCH POLICIES. ALL SUCH INSURANCE CERTIFICATES SHALL PROVIDE THAT SUCH POLICIES SHALL NOT BE MATERIALLY CHANGED, ALTERED OR CANCELED WITHOUT AT LEAST TEN (10) DAYS PRIOR WRITTEN NOTICE TO EACH ASSURED NAMED THEREIN.**

## ARTICLE NINE – Default and Landlord's Remedies

9.1 Tenant's Default. If at any time subsequent to the date of this Lease any one or more of the following events (herein referred to as a "Default of Tenant") shall happen:

- (i) Tenant shall fail to pay the Base Rent, payment of Additional Rent or Percentage Rent when due and such failure shall continue for ten (10) days after written notice thereof ; or
- (ii) Tenant shall fail to pay charges hereunder when due and such failure shall continue for ten (10) days after notice to Tenant; or
- (iii) Tenant shall neglect or fail to perform or observe any other covenant herein contained on Tenant's part to be performed or observed and Tenant shall fail to remedy the same as soon as practicable and in any event within thirty (30) days after written notice to Tenant specifying such neglect or failure, or if such failure is of such a nature that Tenant cannot reasonably remedy the same within such thirty (30) day period, Tenant shall fail to commence promptly (and in any event within such thirty (30) day period) to remedy the same and to prosecute such remedy to completion with diligence and continuity; or
- (iv) Tenant's leasehold interest in the Premises shall be taken on execution or by other process of law directed against Tenant; or
- (v) Tenant shall make an assignment for the benefit of creditors or shall file a voluntary petition in bankruptcy or shall be adjudicated bankrupt or insolvent, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future Federal, State or other statute, law or regulation for the relief of debtors, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or of all or any part of its properties, or shall admit in writing its inability to pay its debts generally as they become due; or
- (vi) A petition shall be filed against Tenant in bankruptcy or under any other law seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future Federal, State or other statute, law or regulation and shall remain undismissed or unstayed for an aggregate of sixty (60) days (whether or not consecutive), or if any debtor in possession (whether or not Tenant) trustee, receiver or liquidator of Tenant or of all or any substantial part of its properties or of the Premises shall be appointed without the consent or acquiescence of Tenant and such appointment shall remain unvacated or unstayed for an aggregate of ninety (90) days (whether or not consecutive); or
- (vii) If a Default of Tenant of the kind set forth in clauses (i) and (ii) above shall occur and Tenant shall cure such Default within the applicable grace period and an event which would constitute a similar Default after the applicable grace period shall occur more than twice within the next 365 days, whether or not such similar Default is cured within the applicable grace period; then, in any such case, Landlord may terminate this Lease by notice to Tenant along with written notice to Tenant specifying a date not less than five (5) days after the giving of such notice on which this Lease shall terminate and this Lease shall come to an end on the date specified therein as fully and completely as if such date were the date herein originally fixed for the expiration of the Term of this Lease (Tenant hereby waiving any rights of redemption under Massachusetts General Laws c. 186 §11), and Tenant will then quit and surrender the Premises to Landlord, but Tenant shall remain liable as hereinafter provided.

9.2 Re-entry by Landlord. If this Lease shall have been terminated as provided in this Article, or if any execution or attachment shall be issued against Tenant or any Tenant's property whereupon the Premises shall be taken or occupied by someone other than Tenant, then Landlord may, without notice,

Nantucket Memorial Airport Lease with UPS

re-enter the Premises, either by force, summary proceedings, ejectment or otherwise, and remove and dispossess Tenant and all other persons and any and all property from the same, as if this Lease had not been made, and Tenant hereby waives the service of notice of intention to re-enter or to institute legal proceedings to that end.

9.3 Damages. In the event of any termination as provided in this Article, Tenant shall pay the Base Rent and other sums payable hereunder up to the time of such termination, and thereafter Tenant, until the end of what would have been the Term of this Lease in the absence of such termination, and whether or not the Premises shall have been relet, shall be liable to Landlord for, and shall pay to Landlord, as liquidated current damages, the Base Rent and other sums which would be payable hereunder if such termination had not occurred, less the net proceeds, if any, of any reletting of the Premises, after deducting all reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, legal expenses, attorneys' fees, advertising, expenses of employees, alteration costs and expenses of preparation for such reletting. Tenant shall pay such current damages to Landlord monthly on the dates which the Base Rent would have been payable hereunder if this Lease had not been terminated.

At any time after such termination, whether or not Landlord shall have collected any current damages as set forth in Section 9.3, as liquidated final damages and in lieu of all such current damages beyond the date of such demand, at Landlord's election Tenant shall pay to Landlord an amount equal to the excess, if any, of the Base Rent and other sums as hereinbefore provided which would be payable hereunder from the date of such for what would be the then unexpired Term of this Lease if the same remained in effect, discounted to present value at a rate of 8% per year, over the then fair net rental value of the Premises for the same period, also discounted to present value at a rate of 8% per year.

9.4 Reletting of Premises. In case of any Default by Tenant, re-entry, expiration and dispossession by summary proceedings or otherwise, Landlord may (i) re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term of this Lease and may grant concessions or free rent to the extent that Landlord considers reasonably advisable and necessary for the purpose of reletting the Premises; and such actions and the making of any alterations, repairs and decorations to the Premises in connection therewith shall not operate or be construed to release Tenant from liability hereunder as aforesaid. Landlord shall in no event be liable in any way whatsoever for failure to re-let the Premises, or, in the event that the Premises are re-let, for failure to collect the rent under such re-letting. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed, or in the event of Landlord obtaining possession of the Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease.

9.5 No Limitation of Remedies. The specified remedies to which Landlord may resort hereunder are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be entitled lawfully, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

9.6 Costs. All reasonable costs and expenses incurred by or on behalf of Landlord (including, without limitation, reasonable attorneys' fees and expenses at both the trial and appellate levels) in enforcing its rights hereunder in connection with any Default of Tenant shall be paid by Tenant.

#### **ARTICLE TEN – Tenant Obligation Upon Lease Termination**

10.1 Restoration of Premises. Subject to the provisions hereof, upon the expiration or earlier termination of this Lease, the Tenant shall have the obligation, at its expense, to dismantle and remove the

structures it has constructed upon the Premises and to remove and dispose of any hazardous waste deposited thereon by the Tenant. Such removal and restoration shall be commenced only after written notice is given to the Landlord and shall be completed within forty-five (45) days; provided, however, that if, upon receipt of such notice, the Landlord determines that Tenant is in default of any provision hereof, Landlord, in its discretion may elect by written notice to instruct the Tenant not to remove the improvements, or any part thereof, and may take possession thereof as security for the performance of the terms hereof. Landlord, in its discretion may elect by written notice to instruct the Tenant not to remove the improvements, or any part thereof, and may take possession thereof as security for the performance of the terms hereof. Notwithstanding Landlord's election to take possession of the improvements, Tenant shall continue to be obligated to restore the Premises as aforesaid.

10.2 Removal of Personal Property. The Tenant shall at the expiration or other termination of this Lease remove all Tenant's goods and effects from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant, either inside or outside the Premises). Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's expense, or to retain same.

10.3 Environmental Inspection. Within forty-five (45) days before or after the termination of the Lease, Tenant shall at its sole cost and expense have a Site Assessment performed by a certified engineer to be performed on the Premises as to the presence of Hazardous Materials as defined in G.L. c. 21E, and will promptly forward a copy thereof to the Landlord.

#### **ARTICLE ELEVEN – Miscellaneous**

11.1 Notices. Whenever under this Lease a provision is made for any demand, notice, or declaration of any kind or where it is deemed desirable or necessary by either party to give or serve any such notice, demand, or declaration to the other, it shall be in writing sent by certified or registered mail, return receipt requested with postage prepaid at the address set forth in Article One, above, or at such other addresses as the parties may from time to time designate by written notice to the other party, as it may be changed by notice duly given hereunder.

11.2 Waiver. One or more waivers of any covenant, term, or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

11.3 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, it being expressly understood and agreed that neither the method of computation of rent nor any of the other provisions contained in this Lease nor any act or acts of the parties shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

11.4 Governing Law. The law of the Commonwealth of Massachusetts shall govern the validity, performance, and enforcement of this Lease.

11.5 Successors. The provisions, covenants, and conditions of this Lease shall be binding on the legal

representatives, heirs, successors, and permitted assigns of the respective parties.

11.7 Amendments. Except as provided herein, no subsequent alterations, amendments, changes, or additions to this Lease shall be binding upon Landlord or Tenant unless and until reduced to writing and signed by both parties. Submission of this Lease by Landlord to Tenant for examination shall not bind Landlord in any manner, and no lease, contract, option, agreement to lease, or other obligation of Landlord shall arise until this Lease is signed by Landlord and delivered to Tenant.

11.8 Quiet Enjoyment: Landlord agrees that, on payment of the rentals herein provided for and the performance of the covenants and agreements on the part of the Tenant to be performed hereunder, Tenant shall have peaceful and quiet use and possession of the Premises.


11.9 Severability. If any provision of this Lease is declared to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision, provided, however, that the remainder of the Lease shall be enforced to the fullest extent permitted by law.

**IN WITNESS WHEREOF**, the Landlord and Tenant have caused this Lease Agreement to be executed under seal as of the day and year first above written.

NANTUCKET MEMORIAL AIRPORT COMMISSION

By: \_\_\_\_\_  
Date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TENANT:

By:  \_\_\_\_\_  
Date 6/28/2019  
Print Name: Andrew Cooper  
VICE PRESIDENT



### Description of Premises







**TOWN OF NANTUCKET**  
**AGREEMENT BETWEEN**  
**THE TOWN OF NANTUCKET**  
**AND**  
**WILLIAM MCEACHERN**  
**GENERAL CONTRACTOR, INC.**



Contract No. \_\_\_\_\_

PO No. \_\_\_\_\_

Vendor No. \_\_\_\_\_

THIS AGREEMENT made effective \_\_\_\_\_, 2019, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **William McEachern General Contractor, Inc.** whose principal office address and state of incorporation 9 ½ MaryAnn Drive, Nantucket, MA 02554 as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the AIRPORT, as described in Article 2.
- 1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR, on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").



- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.
- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of "hard" copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be "work for hire" and shall be and become the property of the AIRPORT upon the receipt and production of such items by the CONTRACTOR. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT's sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the AIRPORT shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the AIRPORT.
- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the AIRPORT's performance,

or failure to perform, any of the AIRPORT's administrative duties under this Agreement, including, but not limited to, the AIRPORT's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the AIRPORT's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.
- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.

- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the AIRPORT.

#### **ARTICLE 5 – TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) unless the AIRPORT terminates for cause under paragraph 5.1, in which event the AIRPORT shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the AIRPORT shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the AIRPORT), all as determined by the AIRPORT in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
  - (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to AIRPORT performed pursuant to the Agreement.

#### **ARTICLE 6 - INSURANCE AND INDEMNIFICATION**

6.1 The CONTRACTOR agrees to indemnify and save the AIRPORT harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the AIRPORT for any and all costs, damages and expenses, including reasonable attorney's fees, which the AIRPORT pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the AIRPORT with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.

6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the AIRPORT, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.

- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
- (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
- (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
- (d) ~~Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.~~
- (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
- (f) Such additional insurance as the AIRPORT may reasonably require, as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the AIRPORT twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the AIRPORT. The AIRPORT will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

## **ARTICLE 7 - GENERAL PROVISIONS**

7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been accumulated, developed or prepared by the CONTRACTOR (whether completed or in

process) shall become the property of the AIRPORT upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.

- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments), and Exhibit C (Tax Compliance Certificate), and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in Exhibit A or Exhibit B, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
- A. Applicable federal, state and local laws, rules and regulations.
  - B. Amendments to this Agreement, if any.
  - C. Exhibits A and B.
  - D. This Agreement.
  - E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the AIRPORT.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.

7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET MEMORIAL AIRPORT  
COMMISSION:

CONTRACTOR:

\_\_\_\_\_  
Daniel W. Drake, Chairman

Date: \_\_\_\_\_

\_\_\_\_\_  
*William McBRACHON*

Print Name:

\_\_\_\_\_  
*PRESIDENT*

Title:

\_\_\_\_\_  
*Will F Mch*

FEIN:

\_\_\_\_\_  
*81-1922998*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Funding Org/Obj:

Date: \_\_\_\_\_

Approved as to Funds Available:

Purchase Order # \_\_\_\_\_

\_\_\_\_\_  
Brian E. Turbitt, Director of Municipal Finance, or  
Bob Dickinson, Assistant Town Accountant

## **CONTRACT EXHIBIT A**

### **CONTRACTOR, SCOPE OF WORK, TERM**

1. **Name of Contractor:** William McEachern General Contractor, Inc.
2. **State of Incorporation:** Massachusetts
3. **Principal Office Address:** 9 ½ MaryAnn Drive, Nantucket, MA 02554
4. **Description of Services:** Nantucket Memorial Airport – Administration Building Water Damage Restoration. Must meet all specification in Bid #MJ-N-17 dated May 2019
5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):** Thomas Rafter, Airport Manager
6. **Term of Agreement (§3.1):** 45 Calendar Days
7. **Completion Date (§3.2):** 45 days after Notice to Proceed is issued.
8. **Additional Insurance Coverage (§6.2(e)):** None

## AGREEMENT EXHIBIT B

### PAYMENTS

1. Lump Sum Method
  - a. **Maximum Project Amount:** \$114,251.70
  - b. **Payment Increments:** CONTRACTOR shall submit monthly invoices based on a percentage of work complete work as delineated in a progress report accompanying each invoice for approval and processing by the AIRPORT.
  - c. **Reimbursable Expenses** (if any): None.



**TAX COMPLIANCE CERTIFICATION  
EXHIBIT C**

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).

By:

Will F. McR

Name, President

6/26/19

Date

81-1921998

FEIN:

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of person signing contract



Name of Business

Contract No. \_\_\_\_\_

PO No. \_\_\_\_\_

Vendor No. \_\_\_\_\_



## TOWN OF NANTUCKET

### AGREEMENT BETWEEN THE TOWN OF NANTUCKET AND AMERICAN ASSOCIATION OF AIRPORT EXECUTIVES



THIS AGREEMENT made effective 7/1, 2019, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **American Association of Airport Executives** whose principal office address The Barclay Building, 601 Madison Street, Alexandria, VA 22314 and state of incorporation are as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

A. Whereas, the AIRPORT desires to engage the CONTRACTOR as an independent contractor to perform the services set forth on EXHIBIT A, attached hereto (the "Services");

B. Whereas, the CONTRACTOR agrees to accept the engagement by the AIRPORT in accordance with the terms set forth herein;

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, agree as follows:

1. The AIRPORT hereby retains the CONTRACTOR to perform the Services and the CONTRACTOR agrees to perform the Services as provided herein. Any written or other materials or intellectual property produced by the CONTRACTOR for the AIRPORT hereunder shall be the property of the AIRPORT and, upon the expiration or termination of this Agreement the CONTRACTOR shall deliver copies of the originals of all such materials, as well as notes, work papers and the like, to the AIRPORT.

2. The term of this Agreement will commence on effective date above, and terminate on **June 30, 2020**, or when the performance of the Services has been completed in a manner reasonably satisfactory to the AIRPORT. The AIRPORT shall have the right to terminate this Agreement at any time and for any reason upon written notice given to the CONTRACTOR.

3. The CONTRACTOR will perform the Services in a first class, professional manner and in compliance with all applicable federal, state and local laws, regulations and ordinances. The CONTRACTOR shall be subject to the administrative supervision of the Nantucket Memorial Airport Commission, or its designee, who shall be responsible for scheduling the work to be done by the CONTRACTOR on a daily or other basis. The

CONTRACTOR shall perform the Services in cooperation with AIRPORT personnel as appropriate.

4. The AIRPORT will pay the CONTRACTOR compensation in the amount of **\$15,400** as payment in full for the Services. This agreement may be subject to budgetary limits and, in such case, the AIRPORT shall not be obligated to pay the CONTRACTOR any amount of fees or expense in excess of **\$15,400** without the express prior written approval of the Nantucket Memorial Airport Commission.

5. The parties acknowledge that the CONTRACTOR is an independent contractor and not an employee of the AIRPORT. The CONTRACTOR shall not be entitled to any employment fringe benefits to which AIRPORT employees are entitled.

6. To the extent permitted by the CONTRACTOR'S professional liabilities and/or liability insurance, the CONTRACTOR agrees to indemnify and hold harmless the AIRPORT and its agents, officers and employees from any losses, claims or costs, of whatever kind or nature, suffered by the AIRPORT or any third party which result from, or are related to, the performance (or failure to perform) by the CONTRACTOR of Services pursuant to this Agreement. The CONTRACTOR shall obtain and maintain such policies of insurance, written by companies licensed to do business in Massachusetts, as may be set forth on Exhibit A and shall add the AIRPORT as an additional insured thereunder.

*IN WITNESS THEREOF:*

NANTUCKET MEMORIAL AIRPORT  
COMMISSION:

\_\_\_\_\_  
Daniel W. Drake, Chairman

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

Funding Org/Obj:  
\_\_\_\_\_

Approved as to Funds Available:  
\_\_\_\_\_

CONTRACTOR:

*C. Cuenca-Alvares*  
*Chona Cuenca-Alvares*  
\_\_\_\_\_

Print Name:

*Vice Pres., Finance*  
\_\_\_\_\_

Title:

*51 0094939*  
\_\_\_\_\_

FEIN:

Date:

*7/1/19*  
\_\_\_\_\_

Purchase Order # \_\_\_\_\_

---

Brian E. Turbitt, Director of Municipal Finance, or  
Bob Dickinson, Assistant Town Accountant

## **EXHIBIT A**

1. Description of Services:
  - Interactive Employee Training Learning Suite (IET-LS)

As more specifically identified on the attached proposal.
2. Other payment terms: Upon submission of CONTRACTOR'S invoice and approval of invoice by the AIRPORT.
3. Insurance Required (if any): none

**EXHIBIT B**

**TAX COMPLIANCE CERTIFICATION**

Pursuant to M.G.L. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

51-009 4939

Federal Employer Identification Number

Olivia Cuenca-Alvarado

Name

7/1/19

Date:

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

C. America-Muano

Signature of person signing bid or contract

American Association of Airport Executives

Name of Business





## **SERVICE RENEWAL**

Nantucket Memorial Airport  
May 27, 2019



May 27, 2019

Mr. Thomas M. Rafter, A.A.E.  
Airport Manager  
Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554  
[trafter@nantucketairport.com](mailto:trafter@nantucketairport.com)  
508.325.5300

Re: Interactive Employee Training - Learning Suite (IET-LS) – Service Descriptions, Terms, and Conditions

The American Association of Airport Executives (AAAE) is the largest professional organization for airport executives in the world, serving thousands of airport personnel at public-use airports across the country. Incorporated in 1928, AAAE is now one of the largest and most influential associations in Washington and is recognized as the training and technology resource expert for the airport industry. Airport training is a unique market niche and AAAE leads the way in providing innovative solutions and ever-improving products and services.

This service renewal provides information regarding our IET-LS service level offerings for the IET-LS system.

The airport may address questions or an issue regarding this proposal to Trina Hadden, AAAE, at [trina.hadden@aaae.org](mailto:trina.hadden@aaae.org) or 703.575.2470

We look forward to continuing our partnership with you.

Sincerely,

Trina Hadden  
Staff Vice President, Operations, Training & Technology Services  
AAAE  
The Barclay Building  
601 Madison Street  
Alexandria, VA 22314  
Email: [trina.hadden@aaae.org](mailto:trina.hadden@aaae.org)  
Telephone: 703.575.2470



## SERVICE LEVELS

[ACK] Current Service Level: [2]

Service Period: [07/01/2019 – 06/30/2020]

IET SERVICE PLAN	LEVEL 1	LEVEL 2	LEVEL 3
8AM - 8PM ET M-F Phone Support	✓	✓	✓
Database Support	✓	✓	✓
Help Desk Ticketing System	✓	✓	✓
Automated Hardware Monitoring	✓	✓	✓
Live Online Tech Diagnostic Session	✓	✓	✓
System Updates and Patches	✓	✓	✓
Live Online Remote Tech Support		✓	✓
Interactive Course Changes (Excludes Video)		✓	✓
Onsite System Service (Annually)		✓	✓
Train the Trainer (Annually)		✓	✓
Regulatory Requirements		✓	✓
Custom Content/ Video Changes		✓	✓
Service Allowance* (\$1,500 per workstation)			✓
Per Workstation	\$1,300	\$2,200	\$3,700
Number of Workstations IET ONLINE	7	7	7
Total Cost	\$9,100	\$15,400	\$25,900

*\*Service Allowance – A monetary allowance that can be used for such services as hardware repair/replacement that is not covered under the manufacturer's warranty, video or interactive course changes, new course production, etc. See the pricing chart for the amount that is included in your package. The contracted allowance expires 24 months after the contract inception, if not used. (\$15,000 Max)*





## SERVICE DESCRIPTIONS

IET SERVICE PLAN	LEVEL 1	LEVEL 2	LEVEL 3
<b>8AM - 8PM ET M-F Phone Support</b>	Includes technical telephone support between the hours of 8AM & 8PM EST Monday – Friday (except Federal holidays).		
<b>Database Support</b>	Includes complete maintenance of the database and 24/7 availability of all user data. AAAE ensures data integrity by using overlapping Internet service providers (ISPs), firewall protection for the on-site and remote servers and the daily back up of all data.		
<b>Help Desk Ticketing System</b>	AAAE implements a help desk ticketing system to improve the quality of service, accountability, and customer satisfaction.		
<b>Automated Hardware Monitoring</b>	AAAE will provide daily, automated hardware monitoring of the hardware systems to verify basic system function and connectivity. Any irregularities will be reported to the designated IET training coordinator.		
<b>Live Online Tech Diagnostic Session</b>	This service allows an in-house technician to remotely take control of a system, following physical authorization on the user end (for security purposes). The tech remotely can diagnose issues.		
<b>System Updates and Patches</b>	Includes all operating and video-quality system updates and patches developed by AAAE with telephone support for installation.	Includes all operating and video-quality system updates and patches developed by AAAE with onsite installation (included as part of the Level 2/Level 3 maintenance visits).	
<b>Live Online Remote Tech Support</b>	N/A	This service allows an in-house technician to remotely take control of a system, following physical authorization on the user end (for security purposes). The tech remotely can diagnose issues, download and replace files, and in many cases have the system operational again without having to dispatch an onsite technician.	
<b>Interactive Course Changes (Excludes Video)</b>	Includes periodic editing of test questions and other interactive modifications that can be accomplished in the AAAE studio/edit facilities. This package comes with a standard allowance of 1 hour of free labor per each contracted system (up to a maximum of 10 systems/10 hrs of labor). Each additional hour of labor over the maximum amount will be billed at a rate of \$150/hour.	Same as Level 1 except the standard labor allowance included is 2 hours of free labor per contracted system (up to a maximum of 10 systems/20 hrs of labor).	Same as LEVEL 2 except any labor charges over the maximum amount will be billed against the remaining balance in the Level 3 maintenance allowance.



IET SERVICE PLAN	LEVEL 1	LEVEL 2	LEVEL 3
<b>Onsite System Service (Annually)</b>	N/A	Includes an annual on-site visit for preventive maintenance services, plus on-site maintenance or technical meetings, as required.	
<b>Train the Trainer (Annually)</b>	N/A	Includes a web-based session for the purpose of introducing our IET training system to new staff, discussing common issues you might experience, or to hold a Q&A session for staff that are familiar with IET. Our hands on approach will also be an opportunity for us to demonstrate any new tools or features of IET.	
<b>Regulatory Requirements</b>	N/A	Package includes updates to course material and videos to remain compliant with regulatory changes.	
<b>Custom Content/ Video Changes</b>	Available at an hourly rate of \$150.	Allows for periodic changes/additions to a custom or Value-Added video course that can be accomplished in the AAAE studio/edit facilities. This package comes standard with 2 hours of free labor per each contracted system (up to a maximum of 10 systems/20 hrs of labor). Each additional hour of labor over the maximum amount will be billed at a rate of \$150/hour.	Same as LEVEL 2 except any labor charges over the maximum amount will be billed against the remaining balance in the Level 3 maintenance allowance.
<b>Service Allowance* (\$1,500 per workstation)</b>	N/A	N/A	Includes a monetary allowance that can be used for such services as hardware repair/replacement that is not covered under the manufacturer's warranty, video or interactive course changes, new course production, etc. See the pricing chart for the amount that is included in your package. The contracted allowance expires 24 months after the contract inception if not used.



## **SERVICE CONDITIONS**

### **SOLE PROVIDER**

The Interactive Employee Training – Learning Suite (IET-LS) system is patented technology developed by AAAE. On July 8, 2003, the United States Patent Office BXBSEFE AAAE a patent for the computer-based interactive employee training system. The patent number is: US 6.589.05582. A Canadian Patent was awarded on May 22, 2007. The Canadian patent number is: 2,437,677.

As a result, AAAE is the sole provider of the IET-LS software/hardware/system/service program. IET software updates are developed, issued and installed only by AAAE. The use of other hardware or outside service or maintenance providers may void the IET warranty.

### **SERVICE PROGRAM COST**

The cost of the IET-LS system annual service plan is included in the initial cost. The cost for subsequent years are based on actual market rates and offered in several service levels to meet the specific needs of the airport. Please see the IET-LS Service Level comparison chart to decide which level best works for your airport. Thank you for the privilege of serving your airport.

### **VOIDING OF MAINTENANCE COVERAGE**

Any unauthorized changes, modifications, repairs or additions to the computer hardware, course software, operating system or the system settings, without the prior consent of an authorized IET Maintenance technician, may void the system coverage under this agreement and any hardware warranties that exist.

### **AAAE INFORMATION**

AAAE is a 501C6 corporation. The association employs more than 68 full time staff members. The address of AAAE's Corporate Headquarters is: 601 Madison Street, Alexandria, Virginia, 22314; Telephone: (703) 824-0500; Fax: (703) 820-1395. TIN: 510094939. The Association's Dunn and Bradstreet number is 06-869-7523. The overall financial credit rating is ER4.





## SERVICE AGREEMENT

The service descriptions, terms and conditions will depend on the service package selected using the Service Level Comparison Chart on page 3. The service package coverage is for all licensed IET training systems.

Service Package	Start Date	End Date	Service Level Annual Cost	Allowance Amount
Level 2	07/01/2019	06/30/2020	\$15,400	\$0

### CONTRACT TERM

Upon the expiration of the Initial Term, this Agreement shall be renewed automatically for successive Renewal Terms equivalent in duration of one (1) month or one (1) year unless terminated by either Party by providing one (1) month written notice of its intention not to renew this Agreement prior to the end of the Initial Term or any current Renewal Term.

Approved and accepted:

**Nantucket Memorial Airport**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**American Association of Airport Executives**

Signature: C. Cuenca-Alvares

Print Name: Clara Cuenca-Alvares

Title: Vice Pres., Finance

Date: 7/1/19

Please sign above and return executed copy to:

American Association of Airport Executives  
attn. Trina Hadden  
Barclay Building  
601 Madison Street  
Alexandria VA 22314

or email this signed form to: [trina.hadden@aaae.org](mailto:trina.hadden@aaae.org)

Contract No. \_\_\_\_\_

PO No. \_\_\_\_\_

Vendor No. \_\_\_\_\_



**TOWN OF NANTUCKET**  
**AGREEMENT BETWEEN**  
**THE TOWN OF NANTUCKET**  
**AND**  
**E-ONE, INC.**



THIS AGREEMENT made effective \_\_\_\_\_, 2018, by and between the **TOWN OF NANTUCKET, MASSACHUSETTS**, a municipal corporation, acting by and through its Nantucket Airport Commission, with offices at 14 Airport Road, Nantucket, Massachusetts 02554 (hereinafter called the "AIRPORT"), and **E-One, Inc.** whose principal office address and state of incorporation 1601 SW 37th Avenue, Ocala, FL 34474 as set forth on Exhibit A (hereinafter called the "CONTRACTOR").

**RECITALS:**

WHEREAS, the AIRPORT desires to retain the CONTRACTOR to provide certain services for the AIRPORT, as described below, and the CONTRACTOR is willing to accept such engagement, all on the terms hereinafter set forth,

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE CONTRACTOR**

- 1.1 The AIRPORT hereby engages the CONTRACTOR, and the CONTRACTOR hereby accepts the engagement to perform certain services for the AIRPORT, as described in Article 2.
- 1.2. In the performance of any service under this Agreement, the CONTRACTOR acts at all times as an independent contractor. There is no relationship of employment or agency between the AIRPORT, on the one hand, and the CONTRACTOR, on the other, and the AIRPORT shall not have or exercise any control or direction over the method by which the CONTRACTOR performs its work or functions aside from such control or directions which are consistent with the independent contractor relationship contemplated in the Agreement.

**ARTICLE 2 - SERVICES OF THE CONTRACTOR**

- 2.1 The CONTRACTOR will perform the services described in the Scope of Services set forth on Exhibit A (the "Work").



- 2.2 The CONTRACTOR shall report, and be responsible, to the AIRPORT and its designee (if any) as set forth on Exhibit A.
- 2.3 There shall be no amendment to the Scope of Services or Work provided for in this Agreement without the written approval of the AIRPORT. The AIRPORT shall be under no obligation to pay for any services performed by the CONTRACTOR which are not explicitly agreed to by the AIRPORT in writing.
- 2.4 The CONTRACTOR represents and warrants to the AIRPORT that the CONTRACTOR (including all of its personnel, whether employees, agents or independent contractors) will be qualified and duly licensed (if necessary) to perform the services required by this Agreement and further agrees to perform its services in a professional manner, and in accordance with the reasonable standard of care implied by law and all applicable local, state or federal ordinances, laws, rules and regulations, all of which are incorporated herein by reference. The CONTRACTOR will obtain and pay for any and all permits, bonds and other items required for the proper and legal performance of the Work.
- 2.5 The CONTRACTOR represents and warrants to the AIRPORT that it is not a party to any agreement contract or understanding which would in any way restricts or prohibits it from undertaking or performing its obligations hereunder in accordance with the terms and conditions of this Agreement.
- 2.6 All written materials and any other documents (whether in the form of “hard” copies, graphics, magnetic media or otherwise) which are received and produced by the CONTRACTOR pursuant to this Agreement shall be deemed to be “work for hire” and shall be and become the property of the AIRPORT upon the receipt and production of such items by the CONTRACTOR. The AIRPORT acknowledges that such materials are being prepared with respect to the specific project contemplated hereby and that any reuse of such materials by the AIRPORT in connection with any other project shall be at the AIRPORT’s sole risk, unless otherwise agreed to by the CONTRACTOR in writing.
- 2.7 The CONTRACTOR shall be responsible for the professional and technical accuracy, and for the coordination, of all designs, drawings, specifications, estimates and other work or services furnished by CONTRACTOR or its consultants and subcontractors. The CONTRACTOR shall perform its work under this Agreement in such a competent and professional manner that detail checking and reviewing by the AIRPORT shall not be necessary. The CONTRACTOR shall supervise and direct the Work, using its best skills and attention, which shall not be less than such state of skill and attention generally rendered by the design and engineering profession for projects similar to the subject project in scope, difficulty and location.
- 2.8 The CONTRACTOR shall not use any subcontractors or sub-consultants (not identified herein) for any work required under this Agreement unless such use has been approved in advance in writing by the AIRPORT.

- 2.9 Notwithstanding anything to the contrary in this Agreement, the CONTRACTOR shall not be relieved of its obligations under this Agreement by the AIRPORT's performance, or failure to perform, any of the AIRPORT's administrative duties under this Agreement, including, but not limited to, the AIRPORT's review and/or approval of plans, estimates, programs, documents, materials, work and services furnished by CONTRACTOR.

### **ARTICLE 3 - PERIOD OF SERVICES**

- 3.1 Unless otherwise provided on Exhibit A, the term of this Agreement shall commence on the date hereof and continue until the Work is completed to the AIRPORT's reasonable satisfaction.
- 3.2 The CONTRACTOR shall proceed with the Work promptly after receiving Notice to Proceed and will diligently and faithfully prosecute the Work to completion in accordance with the provisions hereof. In any event, the Work shall be completed no later than the date set forth on Exhibit A. The CONTRACTOR acknowledges that time is of the essence of this Agreement.
- 3.3 If the CONTRACTOR is delayed in the performance of any of its obligations under this Agreement by the occurrence of an unforeseen event beyond its control such as fire or other casualty, abnormal adverse weather conditions, acts of God (collectively, "Unavoidable Events") which materially and adversely affect its ability to perform the Work, then the time for the CONTRACTOR to perform the Work shall be extended for such time as the AIRPORT shall reasonably determine is necessary to permit the CONTRACTOR to perform in light of the effects of the Unavoidable Event.

If an Unavoidable Event occurs which, in the AIRPORT's reasonable determination, makes the performance of the Agreement impossible without the expenditure of additional AIRPORT funds, the AIRPORT may, at its option, elect to terminate this Agreement upon thirty (30) days written notice.

### **ARTICLE 4 - PAYMENTS TO THE CONTRACTOR**

- 4.1 The compensation due to the CONTRACTOR shall be paid in the amounts, and in the manner, set forth on Exhibit B, attached hereto.
- 4.2 The CONTRACTOR will bill the AIRPORT at the completion of the work unless otherwise provided on Exhibit B, with one or more invoices broken down to show the quantity of work performed and the percentage of the entire project completed, categories and amount of reimbursable expenses (if any), and provide such supporting data as may be required by the AIRPORT.
- 4.3 The AIRPORT will pay the CONTRACTOR upon review and approval of such invoices by the AIRPORT or its designee.
- 4.4 This engagement may be subject to budgetary restrictions which may limit the total amount of funds available for the Work. Accordingly, unless otherwise stated on Exhibit B, the

AIRPORT will not be obligated to pay any amount in excess of the maximum project amount without the express written approval of the AIRPORT.

- 4.5 The CONTRACTOR and its sub-contractors shall not be compensated for any services involved in preparing changes that are required for additional work that should have been anticipated by the CONTRACTOR in the preparation of the documents, as reasonably determined by the AIRPORT.

## **ARTICLE 5 – TERMINATION**

- 5.1 This Agreement may be terminated, with cause, by either the AIRPORT or CONTRACTOR, upon written notice given by the non-defaulting party. For the purposes of this provision, "cause" shall include the failure of a party to fulfill its material duties hereunder in a timely and proper manner.
- 5.2 The AIRPORT shall have the right to terminate this Agreement for its convenience and without cause upon ten (10) days written notice.
- 5.3 Following termination of this Agreement, the parties shall be relieved of all further obligations hereunder except:
- (a) unless the AIRPORT terminates for cause under paragraph 5.1, in which event the AIRPORT shall be under no obligation to make any payments to CONTRACTOR except for those services satisfactorily provided, the AIRPORT shall remain responsible for payments for the services satisfactorily performed and, unless this Agreement is for a lump-sum, expenses of CONTRACTOR reasonably accrued prior to the effective date of the notice of termination in compliance with this Agreement (less the value of any claims of the AIRPORT), all as determined by the AIRPORT in its sole discretion, but for no other amounts, including, without limitation, claims for lost profits on Work not performed; and
  - (b) The CONTRACTOR shall remain liable for any damages, expenses or liabilities arising under this Agreement (including its indemnity obligations) with respect to AIRPORT performed pursuant to the Agreement.

## **ARTICLE 6 - INSURANCE AND INDEMNIFICATION**

6.1 The CONTRACTOR agrees to indemnify and save the AIRPORT harmless from any and all manner of suits, claims, or demands arising out of any errors, omissions or negligence by CONTRACTOR (including all its employees, agents and independent contractors) in performing the Work, or any breach of the terms of this Agreement by such CONTRACTOR and shall reimburse the AIRPORT for any and all costs, damages and expenses, including reasonable attorney's fees, which the AIRPORT pays or becomes obligated to pay, by reason of such activities, or breach. The provisions of this Section 6.1 shall be in addition to, and shall not be construed as a limitation on, any other legal rights of the AIRPORT with respect to the CONTRACTOR, in connection with this Agreement, and shall survive termination or expiration of this Agreement.

- 6.2 Before commencing work the CONTRACTOR shall obtain and maintain at its expense and from insurance companies of a Best Rating of A or better, which are licensed to do business in the Commonwealth of Massachusetts, insurance as set forth below. If the CONTRACTOR is permitted to sub-contract a material portion of the Work, or is otherwise identifying a third party to perform services for the AIRPORT, the CONTRACTOR shall assure that such sub-contractor or other third party also has such insurance.
- (a) Workers' Compensation, covering the obligations of the CONTRACTOR in accordance with applicable Workers' Compensation or Benefits laws.
  - (b) Commercial General Liability Insurance on an occurrence basis with a combined single limit of not less than \$1 million. Coverage is to include premises and operations, coverage for liability of subcontractors. The policy shall contain an endorsement stating that the aggregate limits will apply separately to the work being performed under this Agreement.
  - (c) Automobile Liability Insurance of not less than \$1 million combined single limit covering owned, hired and non-hired vehicle use.
  - (d) ~~Errors and Omissions Insurance of not less than \$2 million per claim. The coverage shall be in force from the date of execution of the Agreement to the date when all design and construction work is completed and accepted by the TOWN, unless, however, the policy is a "claims made policy," in which event the policy shall remain effective and in full force for a period of six (6) years after completion of all design and construction work relating to the engagement.~~
  - (e) Such additional insurance as may be required to be carried by the CONTRACTOR by law.
  - (f) Such additional insurance as the AIRPORT may reasonably require, as set forth on Exhibit A.

CONTRACTOR shall maintain such insurance during the term of Agreement and give the AIRPORT twenty (20) days written notice of any change or cancellation of coverage. Each insurer providing policies hereunder shall waive its rights to subrogate claims against the AIRPORT. The AIRPORT will be added as an additional named insured with respect to each such policy and such endorsement shall be reflected on a Certificate of Insurance to be delivered to the AIRPORT upon the execution of this Agreement and at such times thereafter as the AIRPORT may reasonably request.

## **ARTICLE 7 - GENERAL PROVISIONS**

- 7.1 Upon the expiration or the termination of this Agreement for any reason, all data, drawings, specifications, reports, estimates, summaries and other work product which have been

accumulated, developed or prepared by the CONTRACTOR (whether completed or in process) shall become the property of the AIRPORT upon payment for such to the CONTRACTOR and the CONTRACTOR shall immediately deliver or otherwise make available all such material to the AIRPORT.

- 7.2 Neither party may assign, transfer or otherwise dispose of this Agreement or any of its rights hereunder or otherwise delegate any of its duties hereunder without the prior written consent of the other party, and any such attempted assignment or other disposition without such consent shall be null and void and of no force and effect.
- 7.3 Except as otherwise expressly provided in this Agreement, any decision or action made by the AIRPORT relating to this Agreement, its operation, amendment or termination, shall be made by the Board, Committee or Authority of the AIRPORT specified in the initial paragraph of this Agreement, unless specifically authorized or delegated by a lawful vote of such body.
- 7.4 This Agreement, together with Exhibit A (Contractor, Scope of Work, Term), Exhibit B (Payments), and Exhibit C (Tax Compliance Certificate), and any additional exhibits referred to therein, constitute the entire agreement of AIRPORT and CONTRACTOR with respect to the matters set forth therein and may not be changed, amended, modified or terms waived except by a writing signed by AIRPORT and CONTRACTOR. If there is any conflict among the terms set forth in the body of this Agreement and the terms or provisions set forth in Exhibit A or Exhibit B, or in any other attachment hereto, or in any other document or law incorporated by reference herein, such conflict shall be resolved by giving precedence to the party's address above by certified mail, return receipt requested Terms or provisions contained in the following documents in accordance with the following hierarchy, with the topmost document of the highest priority:
- A. Applicable federal, state and local laws, rules and regulations.
  - B. Amendments to this Agreement, if any.
  - C. Exhibits A and B.
  - D. This Agreement.
  - E. Any other attachments to this Agreement.

To the extent the conflict is not resolved by applying the above hierarchy, the conflict shall be resolved in a manner that results in the highest quantity and best quality of goods and services to the AIRPORT.

- 7.5 This Agreement is governed by the law of The Commonwealth of Massachusetts and shall be construed in accordance therewith. The parties agree that exclusive jurisdiction for any action arising out of or relating to this Agreement shall lie with the state and federal courts having jurisdiction over the county and state in which the Town is located and the parties hereby irrevocably waive, to the fullest extent permitted by law, any objection which they may now or hereafter have to the venue of any proceeding brought

in such location and further irrevocably waive any claims that any such proceeding has been brought in an inconvenient forum.

- 7.6 Any notices required or allowed shall be to the person's address above by certified mail, return receipt requested.
- 7.7 Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to the appropriation and availability of funds.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

NANTUCKET MEMORIAL AIRPORT  
COMMISSION:

CONTRACTOR: E-ONE, Inc.



\_\_\_\_\_  
Daniel W. Drake, Chairman

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Print Name: Ronald "RJ" Jones

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title: Key Accounts Manager

\_\_\_\_\_  
FEIN: 591515283

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Funding Org/Obj:

\_\_\_\_\_  
Date:  
06/28/2019

\_\_\_\_\_  
Approved as to Funds Available:

\_\_\_\_\_  
Purchase Order #

\_\_\_\_\_  
Brian E. Turbitt, Director of Municipal Finance, or  
Bob Dickinson, Assistant Town Accountant

## **CONTRACT EXHIBIT A**

### **CONTRACTOR, SCOPE OF WORK, TERM**

1. **Name of Contractor:** E-One, Inc.
2. **State of Incorporation:** Delaware
3. **Principal Office Address:** 1601 SW 37<sup>th</sup> Avenue, Ocala, FL 34474
4. **Description of Services:**

Nantucket Memorial Airport is seeking to procure an AFFF (Aqueous film forming foam) input based testing system. This system must be capable of integrating with all three of our Oshkosh ARFF trucks. These trucks are:

- 1989 Oshkosh T-1500 (3% pressure balanced system, Serial Number 10T9L5BH1K1037629
- 2002 Oshkosh TI-1500 (3% around the pump system, Serial Number 10TBK8Z102S072137
- 2015 Oshkosh Global Striker (3% around the pump system, Serial Number 10TADLJF8FA774072

\*NOTE: All AFFF is MIL Spec MIL-F-24385F

This system must be capable of testing the AFFF proportioning system of the ARFF trucks without dispensing AFFF into the environment and must meet NFPA 412 requirements and FAA standards for approved testing (current edition). System must also be capable of testing flow rates of vehicle mounted turrets and hand lines. Flow rates range from 60 GPM to 750 GPM. System or cart shall be compact in design and easy to transport from truck to truck. Testing software shall be capable of producing test results / reports for each discharge in high and low flow rates.

Includes testing equipment all truck modifications, shipping of equipment, software, initial set up and training for all ARFF personnel.

Please note Nantucket is an Island 30 miles off the coast of Cape Cod Massachusetts, All price quotes must include reasonable travel and lodging expense.

The system must be delivered, installed and training completed by 10/1/19

5. **Person, Department, or Committee, if any, to whom CONTRACTOR reports (§ 2.2):** Preston Harimon
6. **Term of Agreement (§3.1):** 12 months
7. **Completion Date (§3.2):** 6/30/2020
8. **Additional Insurance Coverage (§6.2(e)):** None



## **AGREEMENT EXHIBIT B**

### **PAYMENTS**

1. Lump Sum Method
  - a. **Maximum Project Amount:** \$36,080.00
  - b. **Payment Increments:** CONTRACTOR shall submit invoice upon completion for approval and processing by the AIRPORT.
  - c. **Reimbursable Expenses** (if any): None

**TAX COMPLIANCE CERTIFICATION  
EXHIBIT C**

Pursuant to M.G.L. 62C, Sec.49A, the undersigned certifies under the penalties of perjury that it, to the best knowledge and belief of management, has filed all state tax returns and paid all state taxes required under law (if any, are so required).



---

Ronald Jones, Key Accounts Manager

---

Date: 06/28/2019

---

FEIN: 591515283

## CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

A handwritten signature in black ink, consisting of stylized, overlapping loops and a long horizontal stroke extending to the right.

---

Signature of person signing contract

E-ONE, Inc.

---

Name of Business



Change Order No. 1

Check all that apply

- ☐ Differing Site Conditions  
☒ Request for Deviation  
☐ Contract Scope Change  
☐ Design Error/ Omission

**PROPOSAL AND AGREEMENT FOR ALTERATIONS TO THE PLANS, SPECIFICATIONS, AND/OR CONTRACTS**

Airport: Nantucket Memorial Airport Project No.: ASMP 2019-ACK-15  
 Project Title: Seasonal Hold Room and Improvements

**I. PROPOSAL:**

In accordance with the terms and conditions of the contract to the above referenced project and the further conditions attached herewith and made a part hereof, the undersigned proposes and agrees to the following contract change:  
**Increase the MassDOT Grant Amount to 80% of the Actual Construction Contract Amount**

which will ☒ add to ☐ deduct from the contract price ☒ the lump sum of ☐ an estimated sum of ☐ a sum not to exceed \$93,570.00. This change ☐ adds ☐ deducts no calendar days to / from the contract time. The Contractor hereby certifies that the information contained herein, including attachments hereto, adequately describes this proposed change, and that any proposed substitution of work is of the same quality as the original design, intent, and that any change in cost has been equitably adjusted. (See attached).

R.A.D. Corp. d/b/a R.A.D. SPORTS 171 VFW Drive, Rockland, MA 02370  
 Contractor - Company Name Address  
[Signature] PRESIDENT 6.21.19  
 Authorized Signature Title Date

**II. RECOMMENDATION OF SPONSOR'S CONSULTING ARCHITECT-ENGINEER**

The Consultant hereby certifies that an independent analysis of scope and cost was prepared and used to justify any change in contract scope or cost resulting from this change, and that any proposed deviation from the contract documents does not materially injure the project as a whole, and that this change is in the best interest of the awarding authority. Acceptance of this above proposal is recommended. (See attached).

McFarland Johnson 53 Regional Drive, Concord, NH 03301  
 Sponsor's Consultant Address  
[Signature] Sr. Project Manager 6-21-19  
 Authorized Signature Title Date

**III. ACCEPTANCE OF PROPOSAL BY THE SPONSOR**

The Sponsor hereby certifies that appropriated funds are available to cover any increase in cost resulting from this change. The proposal is hereby accepted.

Accepted: \_\_\_\_\_  
 Chairperson, Airport Commission Date

**IV. APPROVAL OF MASSDOT AERONAUTICS DIVISION**

Approval is granted pursuant to M.G.L. ch. 90, § 51K. Funding is subject to project eligibility limitations and will be reimbursed by MassDOT based on the availability of state funds determined at the end of the project.

Approved: \_\_\_\_\_  
 Administrator, Aeronautics Division Date

**V. APPROVAL OF FAA/AIRPORTS DIVISION (Federal Funded Projects Only)**

Reimbursement of this change order is subject to project limitations and the availability of funds determined at the end of the project

Approved: N/A  
 Airports Division Date

**Summary of Contract Changes**

Contract Award.....	\$300,000.00
Previous Additions.....	\$0.00
Previous Deductions.....	\$0.00
Previous Net Total.....	\$300,000.00
This Change.....	\$93,570.00
Total Cost to Date.....	\$393,570.00
Orig. MassDOT Share.....	\$240,000.00
MassDOT, This change.....	\$74,856.00
Rev. MassDOT Share.....	\$314,856.00
Original Completion.....	6/30/2019
<input type="checkbox"/> Add <input type="checkbox"/> Deduct	0
Revised Completion.....	6/30/2019



# McFarland Johnson

Innovative Solutions / Sustainable Results

53 Regional Drive • Concord, NH 03301  
Phone: 603-225-2978 • Fax: 603-225-0095  
www.mjinc.com

June 20, 2019

Thomas F. Mahoney, PE  
Director of Airport Engineering  
*massDOT*, Aeronautics Division  
Logan Office Center  
One Harborside Drive, Suite 205N  
East Boston, MA 02128-2909

RE: Seasonal Hold Room and Improvements – Nantucket Memorial Airport – ASMP 2019-ACK-15  
– MassDOT Change Order No. 1 – Justification

Dear Tom,

As you are aware, the MassDOT ASMP Grant Application for the above-referenced project was submitted to your office and a grant was issued based on the Estimated Construction Cost of the project. Once bids were received, the lowest responsive and responsible bidder was selected, and their Contract Amount exceeded the Estimated Construction Cost.

On behalf of the Nantucket Memorial Airport Commission, we are requesting that the MassDOT grant amount be increased to 80% of the Actual Construction Contract Amount. A summary of the change is as follows:

Estimated Construction Cost Used for ASMP Grant Application:	\$ 300,000.00
ASMP Grant Amount (80%):	\$ 240,000.00
Actual Construction Contract Amount:	\$ 393,570.00
Requested ASMP Grant Amount (80%)	\$ 314,856.00
<b>Requested ASMP Grant Increase</b>	<b>\$ 74,856.00</b>

During the bidding process, a DCAMM waiver was received to allow the Airport to accept proposals for the work instead of a full bid process. Two proposals were received, and the lowest proposal was rejected as non-responsive. Copies of the Bid Review Letter, a Bid Canvass, and a copy of the LMC Bid Rejection Letter are attached for your reference.

Thank you for your consideration of this Change Order request.

Sincerely

Brian L. Smith, PE  
Sr. Project Manager



# McFarland Johnson

*Innovative Solutions / Sustainable Results*

53 Regional Drive • Concord, NH 03301  
Phone: 603-225-2978 • Fax: 603-225-0095  
www.mjinc.com

March 15, 2019

MJ No. 18236.16

Mr. Thomas Rafter, A.A.E.  
Airport Manager  
Nantucket Memorial Airport  
14 Airport Road  
Nantucket, MA 02554

RE: Seasonal Hold Room Improvements  
Bid No. MJ-N-12  
**PROPOSAL REVIEW**

Dear Tom:

As you are aware, proposals were received March 11, 2019 for the above-referenced project. Two (2) proposals were received as indicated below. McFarland Johnson (MJ) has reviewed the proposals, supporting documentation and project stipulations specified within each proposal. This letter is to advise you of our findings.

Two (2) proposal were received as follows:

Bidder	Bid Amount
R.A.D. Corp. d/b/a RAD Sports 171 VFW Drive, Rockland, MA 02370	\$393,570.00
LMC Contracting, Inc. 201 East Street Ludlow, MA 01056	\$375,704.20*

\*= Assumed Bid Intent.

There were multiple errors in LMC Contracting, Inc. (LMC) proposal form. The unit prices written in words did not agree with the unit price written in figures for Items M-100-1, F162-1, F-162-2, F-162-3, F-162-4, F-162-5 and F-162-6. It appears that LMC inserted their total item amount in the unit price written word column. On page P-9 of the proposal form, first paragraph it states "Amounts to be shown in both words and figures. In case of discrepancy, the amount shown in words govern." If the written word amounts are used, LMC's proposal word be over

\$8 million which is assumed not to be LMC's intent. For the purpose of this review, it is assumed that LMC's adjusted quote total of \$375,704.20 is their intended proposal amount.

No errors were found in the R.A.D. Corp. d/b/a RAD Sports (RAD) proposal form.

LMC submitted the lowest proposal cost of \$375,704.20\*. RAD's proposal amount of \$393,570.00 is approximately 4.8% greater than the LMC proposal. Both bids were received by the date and time specified in the RFP. Both LMC and RAD proposals were submitted on the bid form provided within the RFP. Both proposals forms were dated and signed by the company's authorized corporate personnel.

RAD provided a signed and sealed proposal bond in the amount of 5% of the bid on a form that conforms with the American Institute of Architects, (A.I.A.) Document No. A-310, which is an acceptable replacement for form BB-1 included in the proposal documents. LMC did not submit a surety bond with their proposal. LMC did contact MJ and informed MJ that they would not have enough time to obtain a bid surety bond and submit their proposal by the time requested. MJ informed them to submit their proposal and follow it up with submission of the proposal surety bond when obtained. To date we have not received LMC's proposal surety bond.

Both companies provided the required proposer's qualifications and certification information. RAD and LMC qualifications certification indicates they have been in business for 25 years and 62 years respectively, and both companies have indicated that they have never failed to complete work awarded to them. Neither RAD or LMC was listed on the Massachusetts Attorney General's list for debarred contractors.

RAD provided the MassDOT M/WBE Schedule of Participation/Letter of Intent (Form MJ-301), indicating a 23.88% M/WBE participation. LMC did not provide form MJ-301, however did indicate that Annese Electrical would provide LMC their M/WBE requirement for the project. RAD provided executed Certification of Taxes Paid (form MJ-221) and Non-collusion Affidavit (form MJ-221). LMC proposal documents did not contain either of these forms even though their proposal checklist indicates the material was submitted. The Request For Proposals (RFP) includes the following language, "Responses to this RFP require the inclusion of a Certificate of US Government and State Taxes paid..." and "Responses to this RFP require the inclusion of a Non-Collusion Affidavit."

Both proposals contained project stipulations. Below are some of the more concerning project stipulations.

#### LMC Project Stipulations:

##### General

- LMC will invoice for all materials at contract signing with wire transfer only. This is contrary to Article 9 of the General Conditions in the Specifications.

- LMC will be entitled to reimbursement including lost wages for delays or down time resulting from the Town of Nantucket, Design Engineer, Material Suppliers or any Airport Personnel or Supervisor actions. This will likely increase the project cost above the bid amount.
- Lodging is noted per day and \$219.00/per diem, wages based on 8 hours a day, over time charges, if required, will be charged over and above the contract estimate. (MJ assumes, LMC is specifying any work requiring overtime wages would be an additional cost. Further if per diem cost are greater than \$219.00/day, that will be an addition cost.) This will likely increase the project cost above the bid amount.
- Each subcontractor will secure their own bonding. The RFP requires that, "The selected Contractor will be required to provide a Performance and Labor and Material bonds representing 100% of the contract price."
- Since start date has changed, Owner can't hold the contractor responsible for weather or material delivery delays to achieve the completion dates.
- LMC will require a twenty percent (20%) mobilization cost due at contract signing.
- Town of Nantucket is to provide all material cost prior to project beginning, if this cannot be processed LMC has right to withdraw their bid.
- Flooring costs need to be paid for in full prior to installation. This is contrary to Article 9 of the General Conditions in the Floor System Specifications.
- An option to expedite floor delivery to ACK can be provided for an additional cost of \$5,500.00. This will likely increase the project cost above the bid amount.
- Town of Nantucket will be responsible for expedited fees pertaining to supply delivery. This will likely increase the project cost above the bid amount.
- LMC requests 1/3<sup>rd</sup> down to expedite project and has the right to withdraw bid if not agreed upon by the Airport. This is contrary to Article 9 of the General Conditions in the Specifications.
- Nantucket Party Rental's (tent), a subcontractor to LMC will be paid on completion by the Airport. This is contrary to Article 9 of the General Conditions in the Tent Specifications.
- General supervision is available by LMC on project.

#### Tent

- All side curtains are quoted as clear. This is contrary to the Tent Specifications.
- Doors and door openings are not included in the contract quote.
- Submission of this quote is intended as a direct sale and is NOT intended to meet the criteria and obligation outlined in the previously attached RFQ. This may be contrary to the Division of Capital Asset Management and Maintenance (DCAMM) opinion that the project should be procured through a single procurement with a single contractor.
- Supplier has requested 50% payment due at the time of the order. This is contrary to Article 9 of the General Conditions in the Tent Specifications.
- Supplier is not liable for tent once installation is complete and installer leaves premises. This is contrary to the five-year warrantee required by the Tent Specifications.
- Nantucket Party Rental's (tent) will be paid on completion by the Airport. This is contrary to Article 9 of the General Conditions in the Tent Specifications.



**Electrical**

- If bond is required, it can be provided at an additional cost. This is contrary to RFP requirement that the Contractor provide a bond as referenced above.
- Proposal does not include the testing of any electrical work that was not installed by Annese Electrical, Inc. This condition is in both proposals.
- If required, site work for electrical work; excavation, backfill, concrete encasement or restoration will be at an additional cost. This condition is in both proposals.

**RAD Project Stipulations:****Electrical Work:**

- Proposal does not include the testing of any electrical work that was not installed by Annese Electrical, Inc. This condition is in both proposals.
- If required, site work for electrical; excavation, backfill, concrete encasement or restoration will be an additional cost. This condition is in both proposals.
- Proposal does not include the supply of temporary power to other contractors not working for RAD. This condition is in both proposals.

**Tent:**

- Not responsible for Liquidated Damages caused by delays incurred by manufacture lead time in acquiring the tents.
- Tent manufacture will only provide a one-year product warrantee on the tents. This is contrary to the five-year warrantee required by the Tent Specifications.
- Location of doors will need to be altered do to bracing requirements of the tent.

**Floor:**

- Not responsible for liquidated damages caused by delays incurred by manufacture lead time in acquiring the flooring. Currently the flooring is in stock.

**Fence:**

- No stipulations.

In summary, the LMC proposal is missing two required forms, they have not yet provided a 5% bid bond, and there are several conditions in their proposal that are contrary to the RFP and Project Specifications. The RAD proposal appears to generally meet the RFP and Project Specifications requirements.

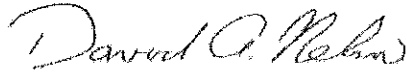
MJ recommends that the Airport review the proposals submitted with the Town of Nantucket's Director of Municipal Finance, Brian Turbitt.

Whichever firm the Airport chooses to award the contract to, it is recommended that the notice of award be implemented quickly, and contracts prepared and executed.

If you have any questions on the above, or if we can be of further assistance, please don't hesitate to call or email.

Very truly yours,

**McFarland-Johnson, Inc.**



David A. Nelson, P.E.  
Senior Project Engineer

cc: Tom Rafter - ACK  
Noah Karberg - ACK  
Brian Turbitt – ACK  
Katy Perales – ACK  
Lillian Sylvia - ACK  
Tom Mahoney - MassDOT -AD  
Brian Smith - MJ

# NANTUCKET MEMORIAL AIRPORT

## SEASONAL HOLD ROOM IMPROVEMENTS BID SUMMARY

Bid Opening Date: March 11, 2019



**McFARLAND-JOHNSON, INC.**  
53 Regional Drive, Concord, NH 03304

ITEM	DESCRIPTION	UNIT	ESTIMATED QUANTITY	LMC CONTRACTING, INC		R.A.D. Corp	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
	SCHEDULE A						
M-100-1	ACK Mobilization	LS	1	\$ 89,779.00	\$ 89,779.00	\$ 24,000.00	\$ 24,000.00
M-200-1	Safety-Related Items	ALL	1	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
F-162-1	Remove Existing Fence	LF	145	\$ 14.48	\$ 2,099.60 *	\$ 12.00	\$ 1,740.00
F-162-2	Remove Existing Pedestrian Gate Frame and Gate	EA	3	\$ 150.00	\$ 450.00	\$ 600.00	\$ 1,800.00
F-162-3	Install New 8' PVC Coated Chain Link Fence	LF	230	\$ 126.23	\$ 29,032.90	\$ 110.00	\$ 25,300.00
F-162-4	Install Owner Provided Pedestrian Gate Frame and Gate	EA	5	\$ 600.00	\$ 3,000.00	\$ 900.00	\$ 4,500.00
F-162-5	Install New Tent Tie-Down Anchor	EA	5	\$ 1,150.00	\$ 5,750.00	\$ 900.00	\$ 4,500.00
F-162-6	Install Chain Link Fence Vertical Vinyl Slats	SF	910	\$ 1.07	\$ 973.70 *	\$ 3.00	\$ 2,730.00
Tents	Install 1-40'x40' and 1-20'x40' Ridged Frame Adjoined Tents with side curtains	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 123,000.00	\$ 123,000.00
Exterior Removable Floor System and Ramps	Install Exterior Removable Floor System and Ramps	LS	1	\$ 73,599.00	\$ 73,599.00	\$ 79,000.00	\$ 79,000.00
Electrical Improvements	Seasonal Hold Room Electrical Improvements	LS	1	\$ 94,000.00	\$ 94,000.00	\$ 125,000.00	\$ 125,000.00
	SCHEDULE A BID AMOUNT			\$ 375,684.20 *		\$ 393,570.00	\$ 393,570.00

Non-Responsive Proposal

\* = Corrected Value (math error or input error)

Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham

March 15, 2019

Mr. Walter Trusz  
LMC Contracting  
401 West Street  
Ludlow, MA 01056

**RE: Request for Proposal (RFP) – Seasonal Hold Room Improvements  
Nantucket Memorial Airport**

Dear Mr. Trusz,

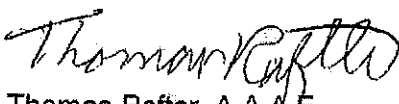
The Town of Nantucket has reviewed and considered your proposal in response to the March 5, 2019 Request for Proposal for the above referenced project. Regrettably, the Town has determined your proposal to be nonresponsive and it is hereby rejected. Some of the reasons for this determination include:

- LMC Project Stipulations, which are unacceptable to the Town of Nantucket and contrary to the Project Specifications. These include but are not limited to the stipulation that all materials be paid for at contract signing, that overtime charges are not included in the unit prices, that LMC will not be providing the required bonds, and that one third of the contract price is to be paid at contract signing.
- Errors within the Proposal Form (Pages P-6 through P-8) that include written unit prices that do not agree with unit prices in numbers.
- Missing certification of taxes paid (form MJ – 201 or equal).
- Missing non-collusion certification (form MJ – 221 or equal).
- Missing M/WBE Participation form (Form MJ - 301).

We would like to thank LMC for your interest in this Project and for submitting a proposal.

Sincerely,

**Nantucket Memorial Airport**

  
Thomas Rafter, A.A.A.E  
Airport Manager

CC: Brian Turbitt – ACK  
Noah Karberg - ACK  
Katy Perales – ACK  
Lillian Sylvia - ACK  
Brian Smith - M.I

Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham  
Emergency Waiver of the Public bidding  
laws under MGL c. 149 sec. 44A (4) &  
44J (6) is hereby granted on this  
6<sup>th</sup> day of March, 2019  
Freya S. Bernstein  
Freya S. Bernstein, Esq.  
Deputy General Counsel  
Emergency Waiver No. 3401

March 4, 2019

Carol Gladstone, Commissioner  
Division of Capital Asset Management and Maintenance  
One Ashburton Place, 15<sup>th</sup> Floor  
Boston, MA 02108  
Attn: Office of General Counsel

Re: **Emergency Waiver Request (EWR) – MGL c. 30, Section 39M - Town of Nantucket – Nantucket Memorial Airport – Seasonal Hold Room Improvements Tent Structure**

Dear Commissioner Gladstone,

The Nantucket Memorial Airport (ACK) installed a rented tent within a secured fence enclosure in 2018 to provide needed additional space for a Secure Hold Room. The Tent and fence were sufficient for the 2018 summer season. In December 2018 ACK became aware of an increase in scheduled flights for the 2019 summer season as well as a shifting of flight times to concentrate more flights into less time. It became clear that additional secure hold room space was needed. Because the Season Hold Room will not be able to safely hold the number of passengers needed, there is an immediate threat to health, safety, and security.

In December 2018 the Airport started the design process to expand the fenced in area and purchase two larger tents. Bids were solicited separately for the tents, the fence, and a temporary floor system. Bids were received for the fence and floor system, but no bids were received for the fence.

In discussions with your office, we were made aware that it was more appropriate to procure the tent, fence, floor, and electrical/data as a single unit.

Several days ago our engineers had a discussion with the Assistant Attorney General (Deborah Anderson) where she gave them her opinion that the Tent is not considered a building, and therefore would fall under the bidding requirements of MGL c. 30, Section 39M.

*\*In granting this Emergency Waiver Request, DCAMM is relying on the representations contained in the email from Brian Smith, dated March 1, 2019 (attached) in support of this Emergency Waiver Request. Please obtain 3 quotes, to the extent feasible. ISB*

Because the Seasonal Hold Room must be available to passengers by late May 2019 and the lead time to obtain the tent and other materials is several months there is no longer enough time to re-bid the project.

ACK would like permission to procure Seasonal Hold Room tent, floor, fence, and electrical/data by obtaining quotes from three or more general contractors. We will require the general contractor to quote the job using prevailing wage rates. We will also require them to certify that information is accurate and complete under the penalties of perjury.

**Required Information:**

1. *Q: Whether the awarding authority is seeking a waiver of the bidding requirements of G.L. c. 149, §44A(4), and/or the advertising requirements of G.L. c. 149, §44J(6);*

**R: ACK is seeking a waiver of bidding and advertising requirements under MGL c. 30, § 39M.**

2. *Q: The nature of the extreme emergency and how it creates an immediate threat to the health or safety of people or property;*

**R: The extreme emergency is that the lack of secure hold room space threatens the health and safety of passengers at ACK. It will result in overcrowding in both the existing secure hold room as well as in the corridors outside the TSA security checkpoint. Overcrowding is a health and safety concern by itself but if it backs up passengers into the TSA security screening area, it can also disrupt the screening process. It will place pressure on the TSA screeners to increase passenger throughput which could negatively impact a critical safety function.**

**The immediacy of the threat was created by the lack of responsive bidders. Rebidding this project will make it impossible to complete the work in time for the peak summer traffic.**

3. *Q: How and when the awarding authority became aware of the emergency situation;*

**R: ACK has been aware of the need and working toward a solution for the seasonal hold room for about several months. The increased traffic schedule for the 2019 peak season that we became aware of in December 2018 made the situation very time sensitive. It became an emergency situation on February 21, 2019 when we became aware that the ongoing bid process was flawed, and no bids were received for the tent.**

4. *Q: The proposed scope of work necessary to preserve the health or safety of persons or property for which the awarding authority is seeking an emergency waiver – include a statement that the scope of work described is the minimum work necessary to alleviate the emergency.*

**R:** The scope of work for the portion of the project necessary to preserve health and safety of the public includes the furnishing and installing of two adjoining tent structures including the electrical/data work, modifications to the fence enclosure, and exterior removable floor system.

5. *Q:* Why the time requirements involved in the standard bidding process will not suffice;

**R:** In discussions with tent manufactures, the lead time for the tents is thirty (30) days for tent design and administration plus up to sixty (60) days for the manufacture and set up of the tents. If we rebid the project now in accordance with the standard bidding process, it is unlikely that there will be any bidders and the project could not be completed by May 15, 2019 when it is needed.

6. *Q:* To the extent a bid solicitation process is possible, explain the process to be used (maximizing competition - minimum 3 competitive prices); if a bid solicitation process is not possible or cannot meet the minimum standard, explain why;

**R:** A bid solicitation process is not possible within the current time constraints. We need to have a contractor under contract within a week.

We feel that we are keeping with the intent of the Massachusetts bid laws if we approach three or more potential contractors and solicit quotes from each and seek to enter into an agreement with one of them under the requirements of MGL.

7. *Q:* The approximate dollar value of the emergency scope of work;

**R:** The proposed work has an estimated contract value of \$210,000.

8. *Q:* A statement that the awarding authority acknowledges that the prevailing wage law (all projects), bonding requirements (all projects over \$25,000) and the DCAMM contractor certification requirements (building projects over \$150,000) apply to emergency projects.

**R:** ACK acknowledges that the prevailing wage rate law and, bonding requirements apply to emergency projects. DCAMM certification of the Contractor is not required the project is being bid under MGL c. 30, § 39M.

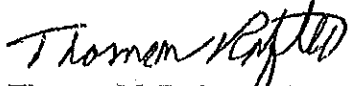
**Emergency Waiver Request – ACK**

**March 4, 2019**

We feel that this project solicitation clearly falls under item 4 above. Based on our current time constraints, a traditional bid process will prevent us from completing the required work on time.

Thank you for your careful consideration of our request.

Best regards,



**Thomas M. Rafter AAE**  
**Airport Manager**

**Attachments:**

**EMail - RE: Draft Emergency Waiver Response – Nantucket Airport**



Town of Nantucket  
**NANTUCKET MEMORIAL AIRPORT**  
14 Airport Road  
Nantucket Island, Massachusetts 02554

Thomas M. Rafter, Airport Manager  
Phone: (508) 325-5300  
Fax: (508) 325-5306



*Commissioners*  
Daniel W. Drake, Chairman  
Arthur D. Gasbarro, Vice Chair  
Anthony G. Bouscaren  
Andrea N. Planzer  
Jeanette D. Topham

July 2, 2019

Mr. Robert Walsh  
5 Beech Street  
Proctor, VT 05765

**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

**RE: Notice of Restriction**

Mr. Walsh,

I am writing to serve you with a formal Notice of Restriction under G.L. c. 266, § 120. Effective immediately, you are no longer permitted on the Aircraft Operations Area ("AOA") or any other non-public area of the Nantucket Memorial Airport (the "Airport"). Your presence on the AOA or any other non-public area will be considered trespassing, and may subject you to criminal fines or imprisonment. This measure is being taken to ensure the safe and orderly operations at the Airport as required by our Airport Rules and Regulations and our federal grant assurances.

This restriction is due to the following events:

1. March 24, 2018: Misuse of Access Credentials.

Following an investigation, Flight Standards Service at the Federal Aviation Administration ("FAA") reported to Airport personnel that on March 24, 2018, an individual other than yourself used your airport issued credential to access the AOA. This individual had, at the time, a federal criminal record involving the transportation of illegal drugs by aircraft, and would have been unable to obtain his own access credentials. This individual was later convicted of flying without a pilot's license.

This individual's use of your access credentials violated Section 10 of your Agreement with the Airport for access to the South Ramp, which incorporates the Airport Rules and Regulations. Section VI.1 of the Airport Rules and Regulations provides that "[n]o one is allowed in AOA/SIDA area unless properly badged or escorted by a properly badged person." As a result of this incident, when you requested the Airport renew your Agreement in March 2019, the Airport declined to do so. You were informed of this determination in a letter dated March 16, 2019, and your Agreement expired on May 31, 2019.

On March 31, 2019, you responded to the March 16, 2019 letter declining to renew your Agreement. In this email, you admit to giving the individual in question improper access to the AOA. In the Airport's subsequent response, dated April 3, 2019, the Airport provided notice that the incident was still under investigation, and that the Airport was considering further sanctions – including a complete operating restriction from the airfield.

2. August 5, 2018: Failure to Attend to Your Disabled Aircraft.

On August 5, 2018, you piloted N4653F to the Airport, where it experienced a flat right main gear tire upon arrival, and become disabled at the intersection of Runway 15 and Taxiway G. Upon arrival of Airport emergency equipment, you left the scene, and departed immediately from the Airport in N8436T, leaving N4653F on the runway, an airplane seat on the taxiway, and a passenger in the aircraft. This was a violation of Section II.2 of the Rules and Regulations, which provides that “[d]isabled aircraft are the responsibility of the aircraft owner.” You failed to fulfill that responsibility. You received a verbal warning as follow up for this incident.

3. April 26, 2019: Disorderly Behavior.

On May 4, 2019, Airport Administration was informed by FAA personnel that during a ramp check on April 26, 2019, you urinated in the presence of three FAA inspectors, and also dumped a full urinal onto the airfield grass. This is a violation of Section 1 of the Airport Rules and Regulations, prohibiting disorderly conduct.

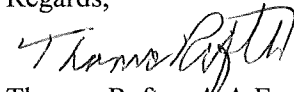
4. May 3, 2019: Presence at T-Hangers and Non-Payment of Fees.

On May 3, 2019, you were observed by two Airport employees bypassing the South Ramp, and proceeding to the T-hangers to pick up passengers. You were confronted immediately by Airport security staff and informed that your Agreement only provided access to the South Ramp, not to the T-hangers. You then departed without checking in at the FBO or paying landing and ramp fees. These fees still remain unpaid. Your presence at the T-hangar and failure to pay applicable fees violated your Agreement with the Airport.

Both as a series of individual events, and as a pattern of behavior, your repeated and willful violation of Airport regulations and your Agreement is inconsistent with orderly and safe operations at the Airport. Airport Administration has determined that restricting you from all airfield activities is necessary to preserve a safe and secure operating environment, and to comply with federal grant assurances.

Please note that, pursuant to Airport Rules and Regulations Section XII.1, I have the authority, as Airport Manager, to prohibit you from access to the AOA or other non-public areas of the Airport. I will, consistent with Section XII.2, immediately report this matter to the Airport Commission for review of this action.

Regards,

  
Thomas Rafter, A.A.E.  
Airport Manager



Nantucket Memorial Airport

# Monthly Statistical Report

(May 2019)



# Nantucket Memorial Airport

## Operations FY2018 - FY2019

	CY 2018						CY 2019						TOTAL
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	
Air Carrier	513	504	260	67	5	0	0	0	0	0	109		1,458
Air Taxi	6,808	6,767	4,920	3,148	2,418	1,843	1,567	1,319	1,607	2,072	3,623		36,092
General Aviation	4,335	4,602	2,777	1,919	1,355	1,184	954	795	1,019	1,251	2,171		22,362
Military	36	86	26	70	46	24	68	51	23	72	35		537
Itinerant	11,692	11,959	7,983	5,204	3,824	3,051	2,589	2,165	2,649	3,395	5,938		60,449
Civil	0	16	30	26	16	14	8	0	6	76	17		209
Military	0	0	0	0	0	0	0	4	0	2	0		6
Local	0	16	30	26	16	14	8	0	6	78	17		211
Operations	11,692	11,975	8,013	5,230	3,840	3,065	2,597	2,169	2,655	3,473	5,955		60,664
% Change	-19.53%	-19.32%	-4.81%	-32.50%	-43.29%	-51.53%	-33.97%	-18.58%	7.84%	-0.49%	2.28%		-29.21%

**May 2018 – May 2019 UP 2.28%**  
**YTD Down – 21.22%**

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL	% Change
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341	3,883	5,378	7,209	9,416	97,439	
Operations FY2016	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742	5,594	8,508	94,602	-2.91%
Operations FY2017	16,538	15,647	11,562	8,426	6,876	6,756	5,061	4,630	4,996	5,312	8,219	94,023	-0.61%
Operations FY2018	14,530	14,843	8,418	7,748	6,771	6,324	3,933	2,664	2,462	3,490	5,822	77,005	-18.10%
Operations FY2019	11,692	11,975	8,013	5,230	3,840	3,065	2,597	2,169	2,655	3,473	5,955	60,664	-21.22%



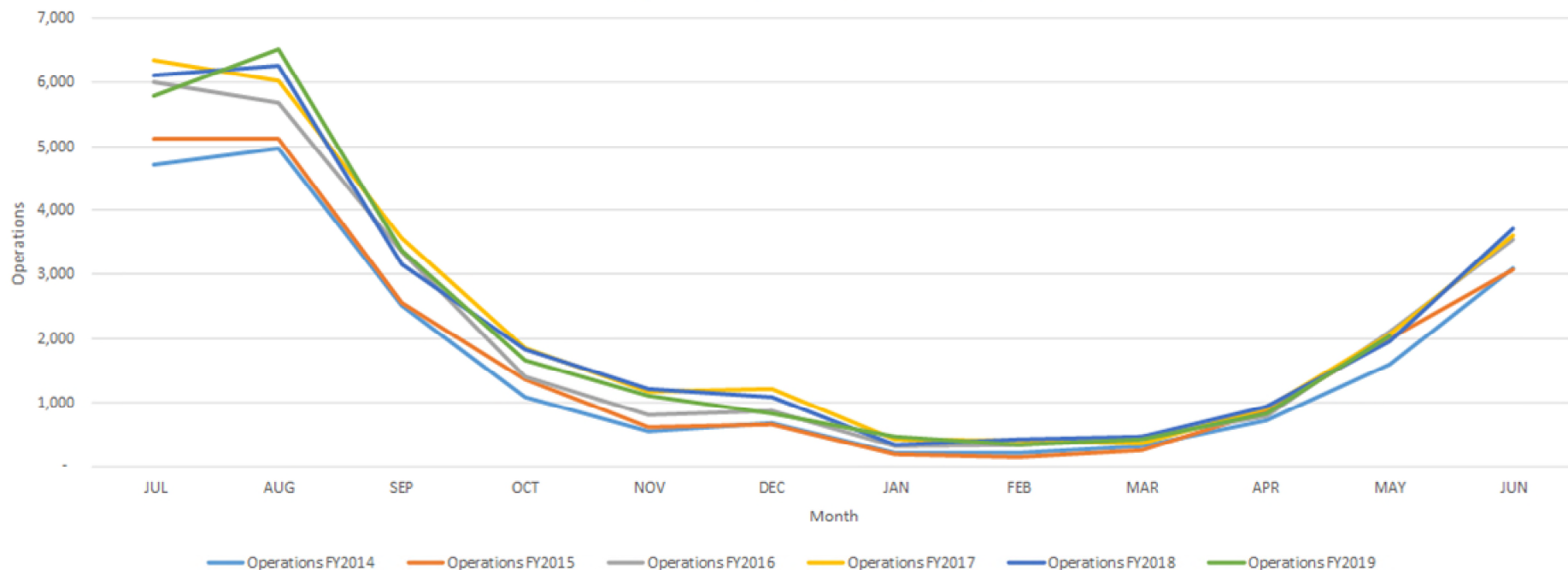
## Nantucket Memorial Airport

### May 2019 South West Ramp Operations

#### Southwest Ramp General Aviation Operations

	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	Total	% Change
Operations FY2014	4,710	4,974	2,518	1,082	544	678	212	218	310	726	1,598	3,090	20,660	
Operations FY2015	5,112	5,120	2,558	1,358	606	654	178	146	242	868	2,004	3,070	21,916	5.7%
Operations FY2016	5,988	5,680	3,344	1,414	800	868	312	344	462	794	2,120	3,536	25,662	14.6%
Operations FY2017	6,334	6,026	3,570	1,858	1,180	1,214	430	410	362	916	2,064	3,600	27,964	8.2%
Operations FY2018	6,096	6,262	3,146	1,834	1,208	1,082	336	418	468	940	1,962	3,702	27,454	-1.9%
Operations FY2019	5,780	6,500	3,370	1,664	1,116	824	462	342	426	832	2,038			
May 2019 vs. May 2018 Up 3.9%														

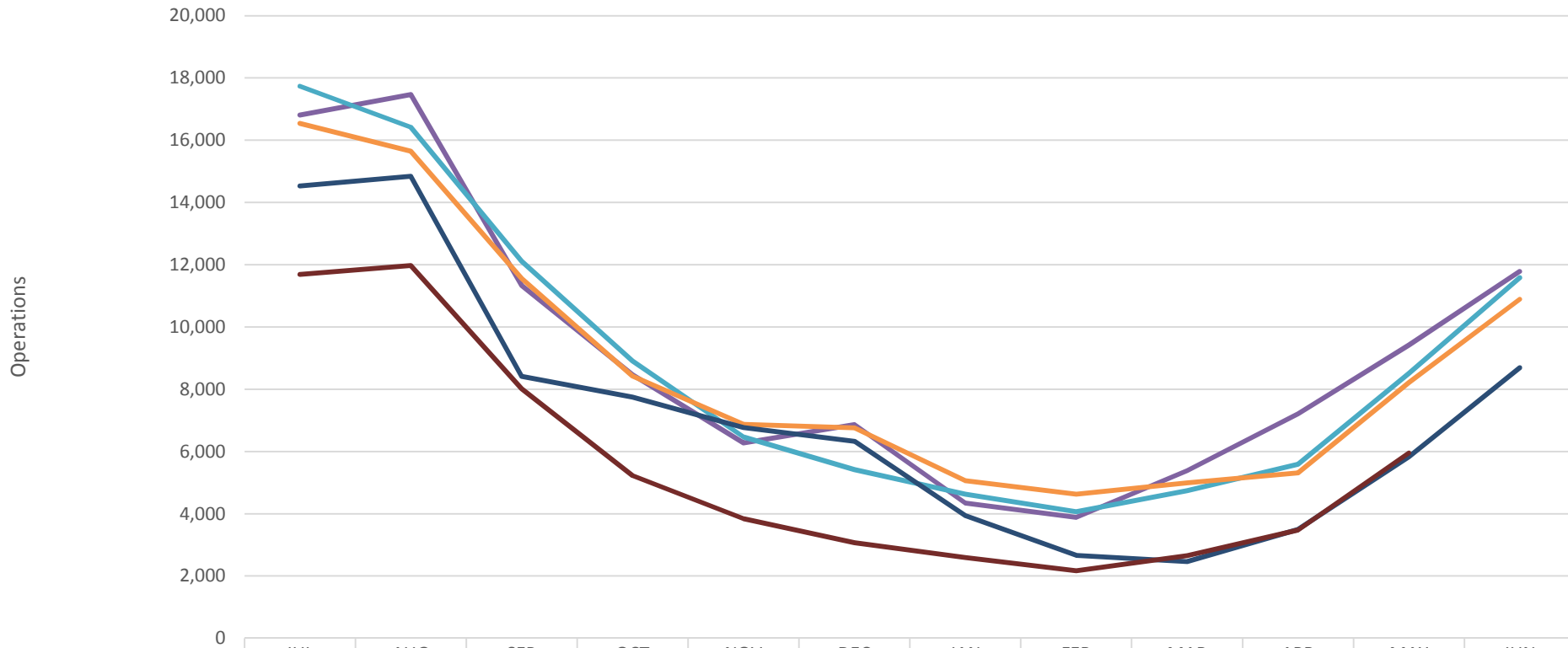
Southwest Ramp General Aviation Operations FY2014-2019





# Nantucket Memorial Airport

## Operations FY 2015-2018



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Operations FY2015	16,805	17,470	11,337	8,463	6,276	6,861	4,341	3,883	5,378	7,209	9,416	11,786
Operations FY2016	17,735	16,423	12,117	8,909	6,465	5,419	4,628	4,062	4,742	5,594	8,508	11,584
Operations FY2017	16,538	15,647	11,562	8,426	6,876	6,756	5,061	4,630	4,996	5,312	8,219	10,890
Operations FY2018	14,530	14,843	8,418	7,748	6,771	6,324	3,933	2,664	2,462	3,490	5,822	8,695
Operations FY2019	11,692	11,975	8,013	5,230	3,840	3,065	2,597	2,169	2,655	3,473	5,955	



# Nantucket Memorial Airport

## Passenger Enplanements FY2018 - FY2019

		CY 2018						CY 2019						
FY2019	AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
	<b>Cape Air (KAP)</b>	5,183	5,428	4,935	3,032	1,690	1,608	1,202	1,074	1,161	1,496	2,715		29,524
	<b>United Airlines</b>	3,082	3,297	610	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED		6,989
	<b>Delta Airlines</b>	1,435	2,712	64	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED		4,211
	<b>JetBlue Airways</b>	13,235	12,858	8,569	2,409	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	2,442		39,513
	<b>Nantucket Air (ACK)</b>	771	863	748	645	553	448	470	344	507	433	526		6,308
	<b>Tradewind Aviation</b>	1,711	1,594	935	310	222	198	9	1	9	162	488		5,639
	<b>US Airways (AMERICAN)</b>	4,021	4,134	478	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED		8,633
	<b>Rectrix Aviation</b>	1,102	1,226	952	852	723	690	740	587	797	780	967		9,416
	<b>Monthly Total</b>	30,540	32,112	17,291	7,248	3,188	2,944	2,421	2,006	2,474	2,871	7,138		110,233
	<b>% Change Prior Year</b>	6.85%	9.32%	16.39%	-8.28%	-15.30%	-16.17%	-24.39%	-14.75%	-6.50%	-18.58%	-2.61%		

**May 2018 – May 2019 Down – 2.61%**  
**YTD UP 2.95%**

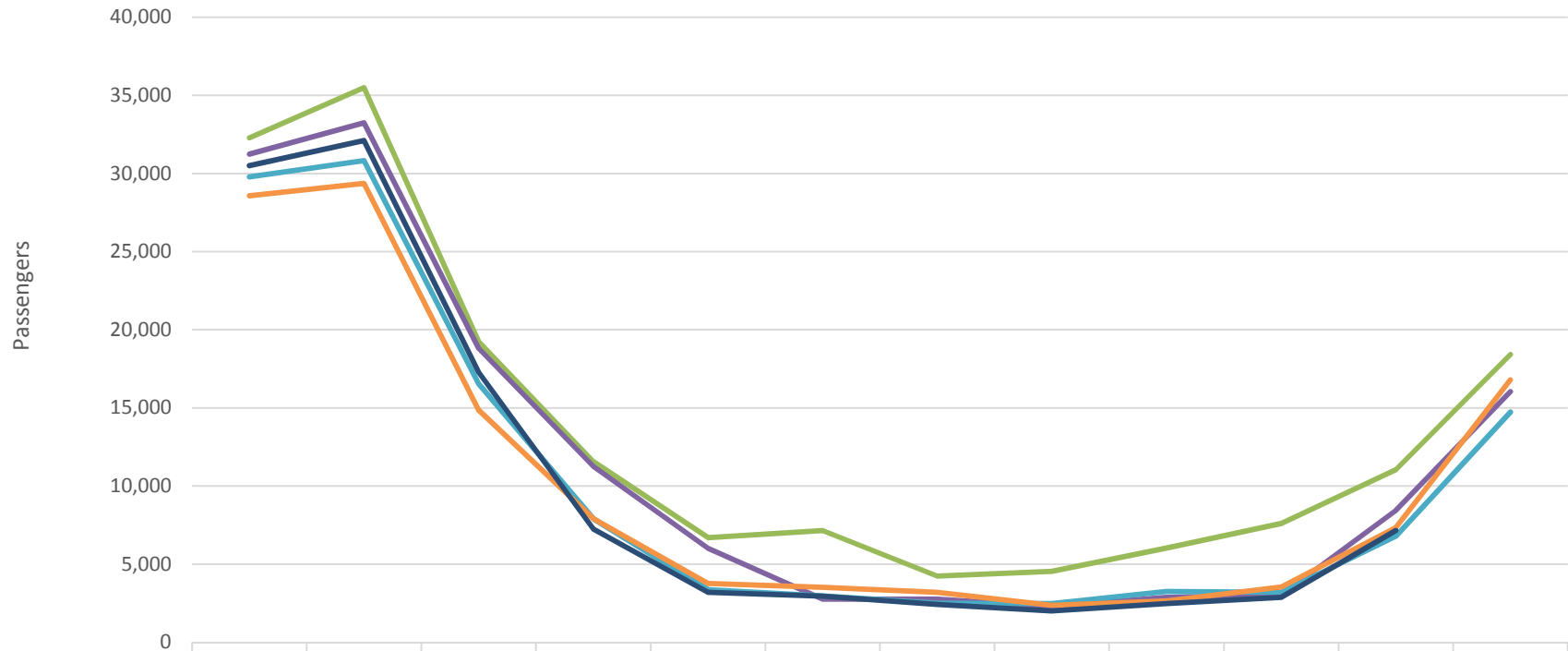
	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	TOTAL	% Change
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233	4,536	6,026	7,607	11,039	145,879	
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	2,879	3,022	8,432	122,715	-15.88%
Enplanements FY 2017	29,787	30,830	16,542	7,899	3,358	2,959	2,501	2,480	3,260	3,196	6,785	109,597	-10.69%
Enplanements FY 2018	28,582	29,375	14,856	7,902	3,764	3,512	3,202	2,353	2,646	3,526	7,329	107,047	-2.33%
Enplanements FY 2019	30,511	32,112	17,291	7,248	3,188	2,944	2,421	2,006	2,474	2,871	7,138	110,204	2.95%





# Nantucket Memorial Airport

## Passenger Enplanements



	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
Enplanements FY 2015	32,285	35,503	19,247	11,561	6,690	7,152	4,233	4,536	6,026	7,607	11,039	18,411
Enplanements FY 2016	31,250	33,252	18,822	11,246	6,007	2,752	2,766	2,287	2,879	3,022	8,432	16,037
Enplanements FY 2017	29,787	30,830	16,542	7,899	3,358	2,959	2,501	2,480	3,260	3,196	6,785	14,724
Enplanements FY 2018	28,582	29,375	14,856	7,902	3,764	3,512	3,202	2,353	2,646	3,526	7,329	16,792
Enplanements FY 2019	30,511	32,112	17,291	7,248	3,188	2,944	2,421	2,006	2,474	2,871	7,138	





## Nantucket Memorial Airport

### Operations

	OPERATIONS			ENPLANEMENTS		
AIRLINE	FY18 MAY	FY19 MAY	% Diff.	FY18 MAY	FY19 MAY	% Diff.
Cape Air (KAP)	702	590	-16%	3,444	2,715	-21%
United Airlines	CLOSED	CLOSED	0%	CLOSED	CLOSED	0%
Delta Airlines	CLOSED	CLOSED	0%	CLOSED	CLOSED	0%
JetBlue Airways	36	53	47%	2034	2442	20%
Nantucket Air (ACK)	134	125	-7%	568	526	-7%
Tradewind Aviation	155	153	-1%	476	488	3%
Rectrix Airlines	156	213	37%	807	967	20%
USAirways (AMERICAN)	CLOSED	CLOSED	0%	CLOSED	CLOSED	0%
Monthly Total	1,183	1,134	-4%	7,329	7,138	14%



## Nantucket Memorial Airport

JET BLUE Load Factor ACK-DCA

Nantucket Memorial Airport Total Passenger Enplanements JET BLUE 100 SEATS (DCA)								
	2019						2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
February	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
March	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
April	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
May	172	3	57.33	100	57%	12%	153	104



## Nantucket Memorial Airport

### Cape Air, JET BLUE Average Load Factor ACK-BOS

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (BOSTON)								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	811	184	4.41	9	49%	-16%	965	917
February	820	175	4.69	9	52%	0%	822	787
March	903	214	4.22	9	47%	10%	824	996
April	1160	250	4.64	9	52%	-16%	1384	1476
May	2335	453	5.15	9	57%	-1%	2360	2473

Nantucket Memorial Airport Total Passenger Enplanements JET BLUE 100 SEATS (BOSTON)								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	CLOSED	CLOSED	CLOSED	100	CLOSED	CLOSED	CLOSED	CLOSED
February	CLOSED	CLOSED	CLOSED	100	CLOSED	CLOSED	CLOSED	CLOSED
March	CLOSED	CLOSED	CLOSED	100	CLOSED	CLOSED	CLOSED	CLOSED
April	CLOSED	CLOSED	CLOSED	100	CLOSED	CLOSED	CLOSED	CLOSED
May	401	8	50.13	100	50%	-2%	411	409



## Nantucket Memorial Airport

### Cape Air Average Load Factor ACK-EWB

<b>Nantucket Memorial Airport</b> <b>Total Passenger Enplanements</b> <b>CAPE AIR 9 Seats (EWB)</b>								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	233	49	4.76	9	53%	-9%	256	278
February	147	38	3.87	9	43%	-43%	259	223
March	143	46	3.11	9	35%	-61%	364	327
April	172	46	3.74	9	42%	-62%	450	405
May	242	52	4.65	9	52%	-65%	683	650



## Nantucket Memorial Airport

Cape Air, Rectrix Load Factor ACK-HPN

<b>Nantucket Memorial Airport</b> <b>Total Passenger Enplanements</b> <b>CAPE AIR 9 Seats (HPN)</b>								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	CLOSED	CLOSED	0.00	9	0%	CLOSED	CLOSED	CLOSED
February	CLOSED	CLOSED	0.00	9	0%	CLOSED	CLOSED	CLOSED
March	CLOSED	CLOSED	0.00	9	0%	CLOSED	CLOSED	CLOSED
April	CLOSED	CLOSED	0.00	9	0%	20	20	16
May	12	6	2.00	9	22%	-45%	22	18

<b>Nantucket Memorial Airport Total Passenger Enplanements</b> <b>Rectrix Airlines 9 Seats (HPN)</b>								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	CLOSED	CLOSED	CLOSED	9	#VALUE!	0%	CLOSED	CLOSED
February	CLOSED	CLOSED	CLOSED	9	#VALUE!	0%	CLOSED	CLOSED
March	CLOSED	CLOSED	CLOSED	9	#VALUE!	0%	CLOSED	CLOSED
April	CLOSED	CLOSED	CLOSED	9	#VALUE!	0%	CLOSED	CLOSED
May	10	6	1.67	9	19%	0%	CLOSED	CLOSED



## Nantucket Memorial Airport

### Cape Air, ACK Air and Rectrix Average Load Factor ACK-HYA

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (HYA)								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	38	18	2.11	9	23%	-65%	108	55
February	7	15	0.47	9	5%	-79%	33	14
March	5	12	0.42	9	5%	-81%	26	24
April	2	21	0.10	9	1%	-98%	117	113
May	17	49	0.35	9	4%	-93%	227	221

Nantucket Memorial Airport Total Passenger Enplanements ACK AIR 9 Seats (HYA)								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	470	110	4.27	9	47%	-49%	916	925
February	344	86	4.00	9	44%	-47%	644	668
March	507	108	4.69	9	52%	-32%	751	730
April	433	112	3.87	9	43%	-38%	704	751
May	526	125	4.21	9	47%	-7%	568	604

Nantucket Memorial Airport Total Passenger Enplanements Rectrix Airlines 9 Seats (HYA)								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	730	179	4.08	9	45%	-14%	844	833
February	585	134	4.37	9	49%	18%	494	515
March	797	178	4.48	9	50%	32%	604	658
April	780	177	4.41	9	49%	40%	557	558
May	957	207	4.62	9	51%	19%	807	864



## Nantucket Memorial Airport

### JET BLUE, Cape Air Load Factor ACK-JFK

Nantucket Memorial Airport Total Passenger Enplanements JET BLUE 100 SEATS (JFK)								
	2019				2018			
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
February	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
March	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
April	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED	CLOSED
May	1869	42	44.50	100	45%	27%	1470	2059

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (JFK)								
	2019				2018			
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	92	27	3.41	9	38%	0%	CLOSED	CLOSED
February	89	24	3.71	9	41%	0%	CLOSED	CLOSED
March	87	29	3.00	9	33%	0%	CLOSED	CLOSED
April	135	26	5.19	9	58%	0%	CLOSED	CLOSED
May	80	14	5.71	9	63%	0%	CLOSED	CLOSED



# Nantucket Memorial Airport

Cape Air Average Load Factor ACK-MVY

Nantucket Memorial Airport Total Passenger Enplanements CAPE AIR 9 Seats (MVY)								
		2019					2018	
	Enplanements	# of flights	Average # of Pax per flight	Capacity	Average Load Factor %	Enplanement Change %	Enplaned	Deplaned
January	28	8	3.50	9	39%	-72%	101	110
February	11	3	3.67	9	41%	-88%	88	124
March	23	6	3.83	9	43%	-67%	69	105
April	27	4	6.75	9	75%	-80%	134	189
May	29	16	1.81	9	20%	-81%	152	197





## Nantucket Memorial Airport

### Jet A Gallons sold FY 2015 – FY 2019

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY15</b>	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	185,124.00	1,207,361.00
<b>FY16</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00	14,978.00	77,123.00	191,256.00	1,277,228.00
<b>FY17</b>	402,398.00	341,424.00	145,201.00	52,648.00	19,657.00	25,742.00	3,535.00	7,751.00	6,339.00	25,649.00	80,204.40	199,254.00	1,309,802.40
<b>FY 18</b>	384,477.00	359,991.00	156,476.00	68,930.00	37,252.00	28,032.00	5,751.00	9,210.00	8,783.00	32,660.00	72,878.00	197,662.00	1,362,102.00
<b>FY19</b>	375,956.00	430,235.00	201,124.00	66,758.00	43,835.00	23,406.00	7,878.00	12,091.00	7,721.00	27,197.00	68,438.00		1,264,639.00
	-2.22%	19.51%	28.53%	-3.15%	17.67%	-16.50%	36.98%	31.28%	-12.09%	-16.73%	-6.09%		

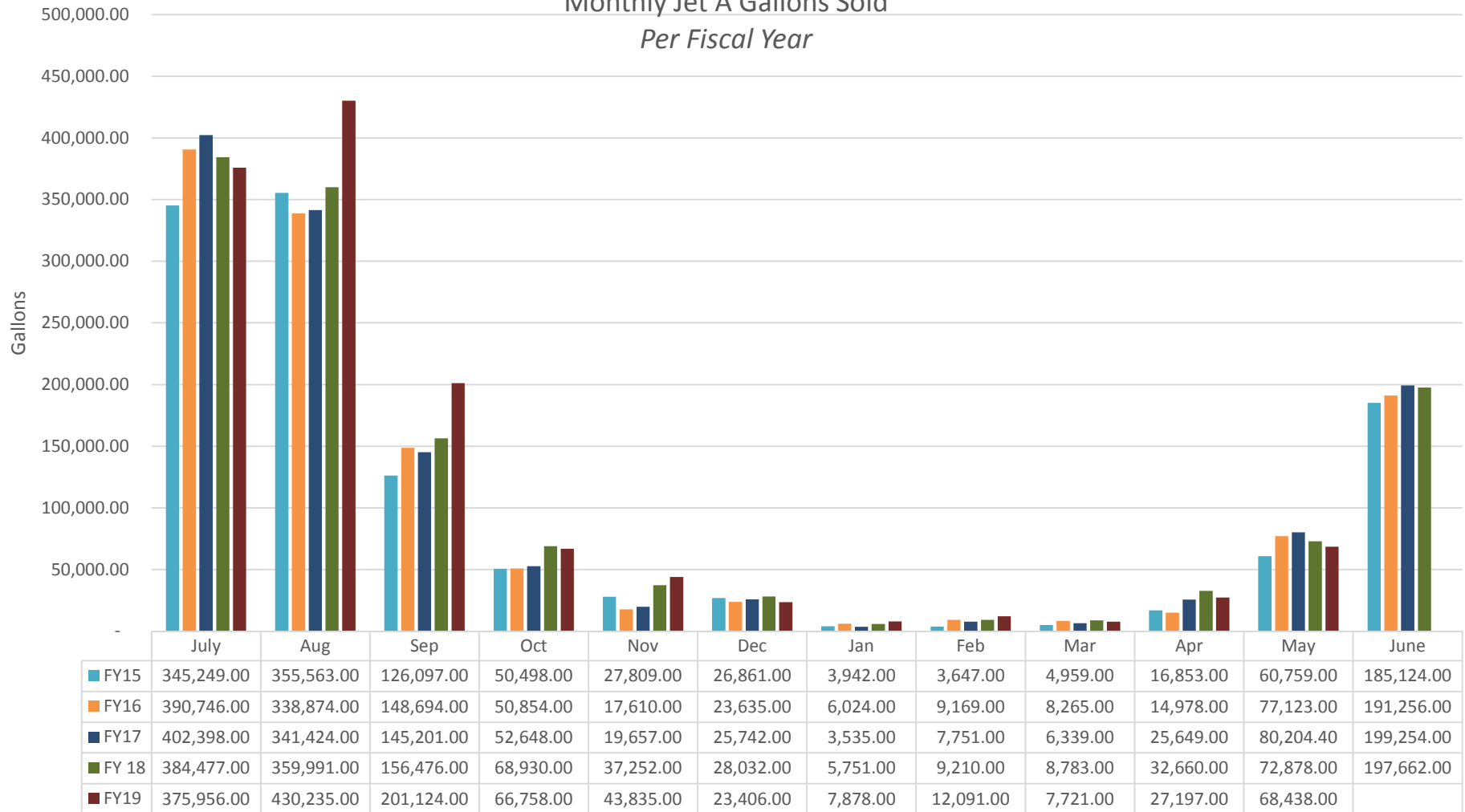
**May 2018 – May 2019 Down -6.09%**  
**YTD UP 8.60%**

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>YTD Total</u>	% Change
<b>2015 Jet A</b>	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	1,022,237.00	
<b>2016 Jet A</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00	14,978.00	77,123.00	1,085,972.00	6.23%
<b>2017 Jet A</b>	402,398.00	341,424.00	145,201.00	52,648.00	19,657.00	25,742.00	3,535.00	7,751.00	6,339.00	25,649.00	80,204.40	1,110,548.40	2.26%
<b>2018 Jet A</b>	384,477.00	359,991.00	156,476.00	68,930.00	37,252.00	28,032.00	5,751.00	9,210.00	8,783.00	32,660.00	72,878.00	1,164,440.00	4.85%
<b>2019 Jet A</b>	375,956.00	430,235.00	201,124.00	66,758.00	43,835.00	23,406.00	7,878.00	12,091.00	7,721.00	27,197.00	68,438.00	1,264,639.00	8.60%



## Nantucket Memorial Airport

Monthly Jet A Gallons Sold  
*Per Fiscal Year*

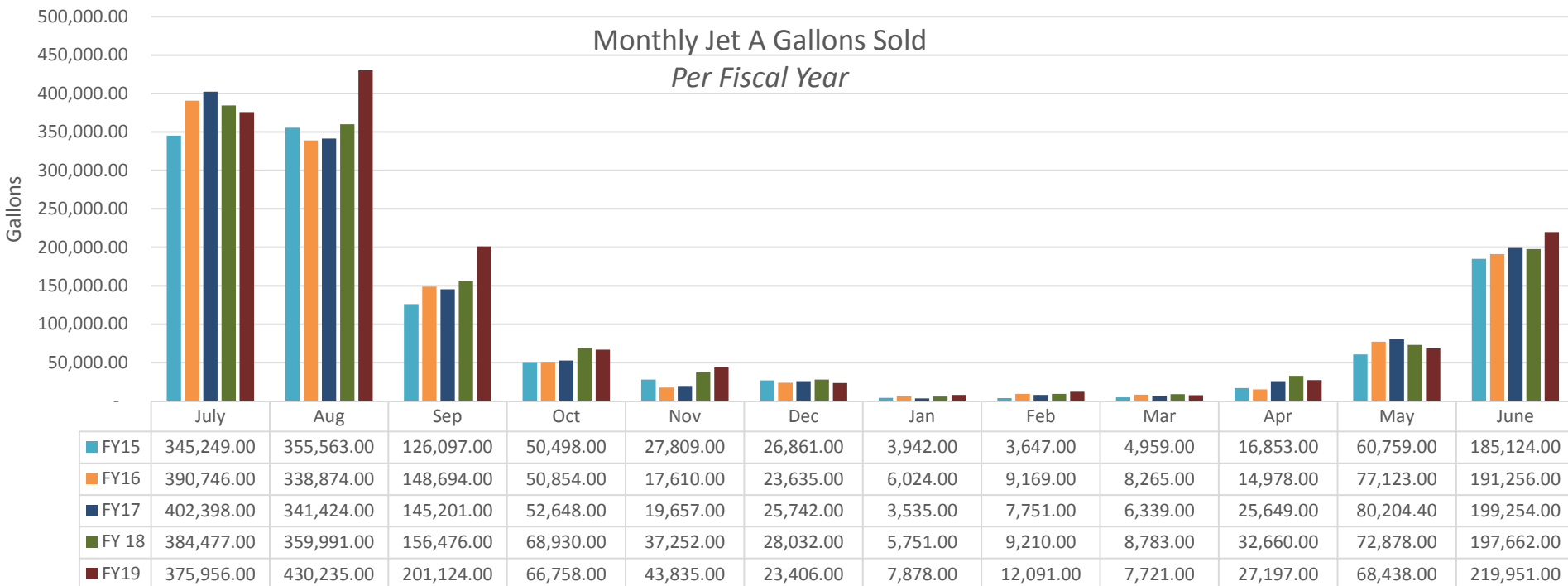




# Nantucket Memorial Airport

June vs. June UP 11.28%  
Jet A

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY15</b>	345,249.00	355,563.00	126,097.00	50,498.00	27,809.00	26,861.00	3,942.00	3,647.00	4,959.00	16,853.00	60,759.00	185,124.00	1,207,361.00
<b>FY16</b>	390,746.00	338,874.00	148,694.00	50,854.00	17,610.00	23,635.00	6,024.00	9,169.00	8,265.00	14,978.00	77,123.00	191,256.00	1,277,228.00
<b>FY17</b>	402,398.00	341,424.00	145,201.00	52,648.00	19,657.00	25,742.00	3,535.00	7,751.00	6,339.00	25,649.00	80,204.40	199,254.00	1,309,802.40
<b>FY 18</b>	384,477.00	359,991.00	156,476.00	68,930.00	37,252.00	28,032.00	5,751.00	9,210.00	8,783.00	32,660.00	72,878.00	197,662.00	1,362,102.00
<b>FY19</b>	375,956.00	430,235.00	201,124.00	66,758.00	43,835.00	23,406.00	7,878.00	12,091.00	7,721.00	27,197.00	68,438.00	219,951.00	1,484,590.00
	-2.22%	19.51%	28.53%	-3.15%	17.67%	-16.50%	36.98%	31.28%	-12.09%	-16.73%	-6.09%	11.28%	





## Nantucket Memorial Airport

### AvGas (100LL) Gallons Sold FY2015 - FY2019

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY 2015</b>	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50	107,745.30
<b>FY 2016</b>	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40	4,275.60	9,889.40	13,732.30	117,703.90
<b>FY 2017</b>	26,296.70	25,032.40	16,766.80	11,119.60	5,527.00	5,334.00	3,167.00	2,750.00	3,111.50	5,176.00	10,535.50	13,789.40	128,605.90
<b>FY 2018</b>	19,705.40	21,362.20	13,381.80	9,774.90	5,313.50	4,070.00	2,982.80	2,939.10	3,998.10	6,661.60	11,402.30	15,457.70	117,049.40
<b>FY 2019</b>	21,609.20	24,059.70	14,611.30	10,169.60	7,483.10	6,141.30	4,988.90	3,441.80	5,691.20	6,532.10	11,433.00		116,161.20
	9.66%	12.63%	9.19%	4.04%	40.83%	50.89%	67.26%	17.10%	42.35%	-1.94%	0.27%		

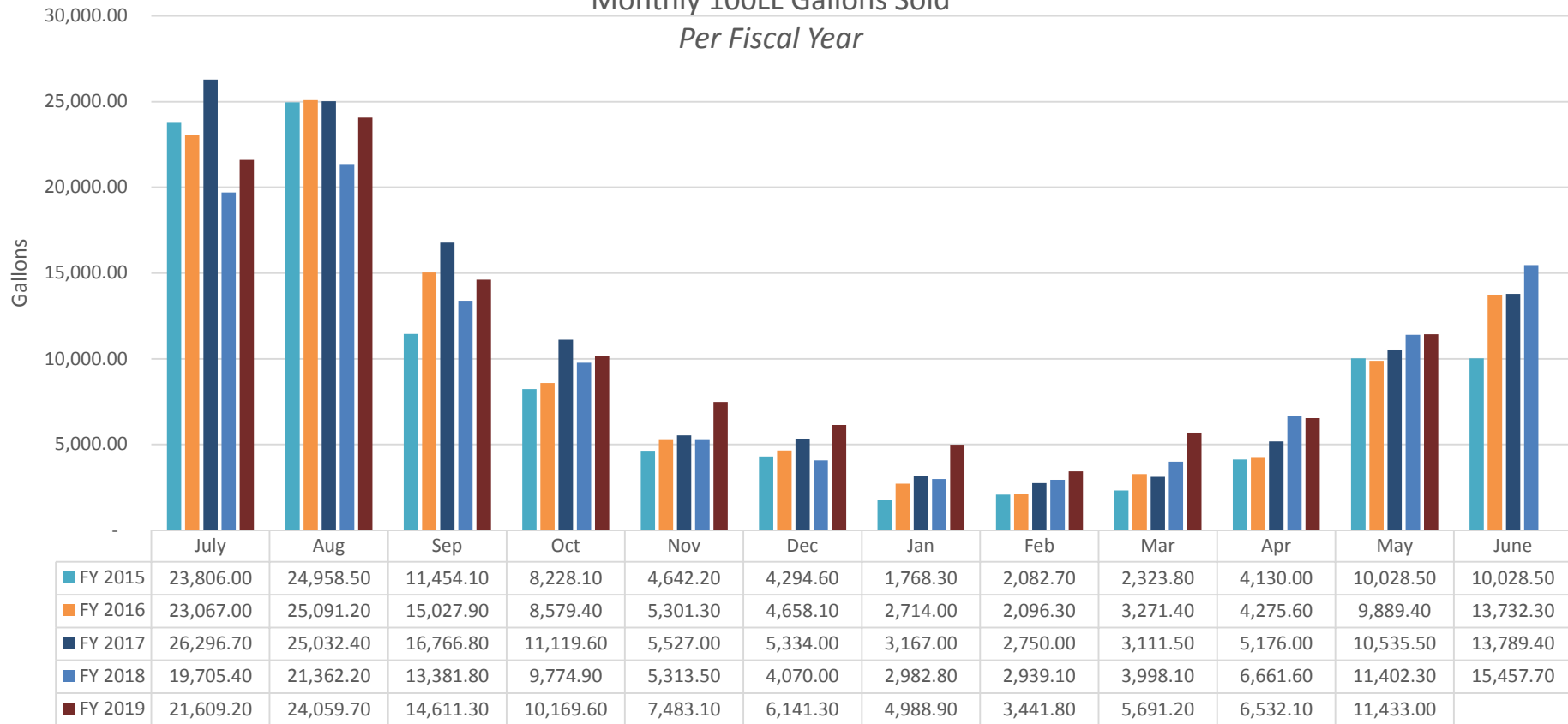
**May 2018 – May 2019 UP 0.27%**  
**YTD Up 14.34%**

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>YTD TOTAL</u>	<u>% Change</u>
<b>2015 AvGas</b>	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	97,716.80	10.43%
<b>2016 AvGas</b>	23,067.20	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40	4,275.60	9,889.40	103,971.80	6.40%
<b>2017 AvGas</b>	26,296.70	25,032.40	16,766.80	11,119.60	5,527.00	5,334.00	3,167.00	2,750.00	3,111.50	5,176.00	10,535.50	114,816.50	10.43%
<b>2018 AvGas</b>	19,705.40	21,362.20	13,381.80	9,774.90	5,313.50	4,070.00	2,982.80	2,939.10	3,998.10	6,661.60	11,402.30	101,591.70	-11.52%
<b>2019 AvGas</b>	21,609.20	24,059.70	14,611.30	10,169.60	7,483.10	6,141.30	4,988.90	3,441.80	5,691.20	6,532.10	11,433.00	116,161.20	14.34%



## Nantucket Memorial Airport

Monthly 100LL Gallons Sold  
*Per Fiscal Year*



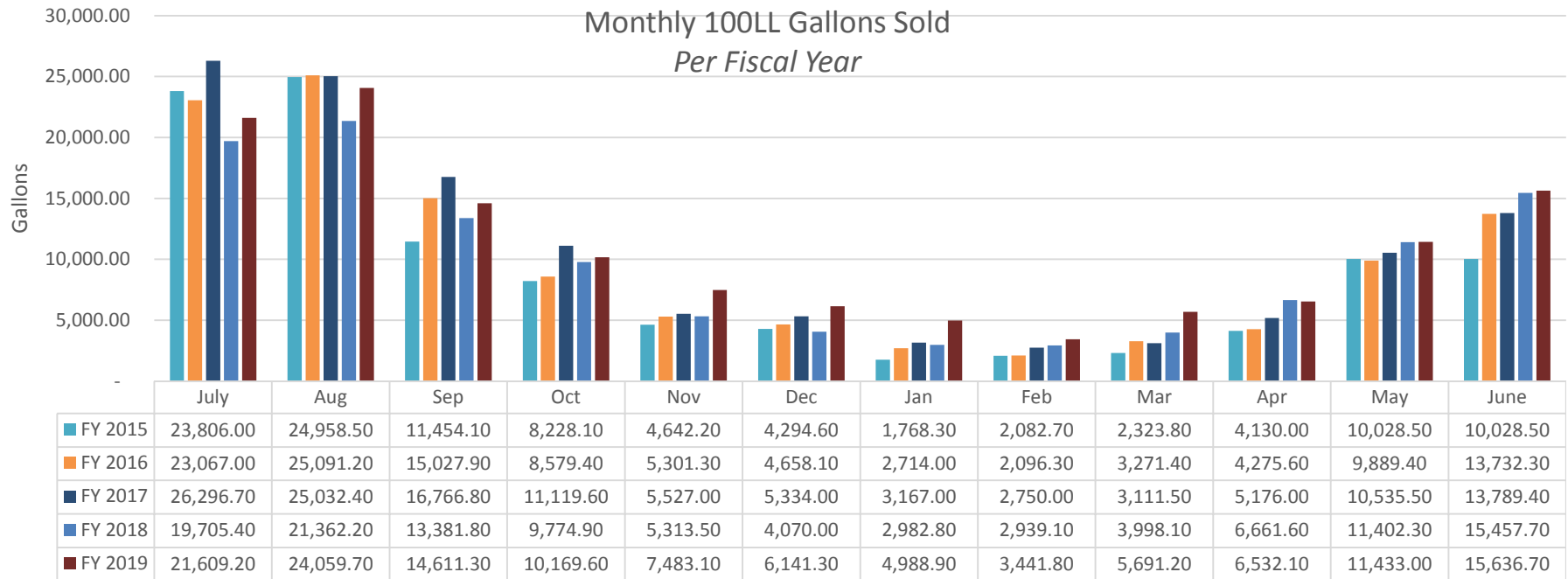


# Nantucket Memorial Airport

## June vs. June UP 1.16%

### AVGAS 100LL

	<u>July</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>June</u>	<u>Total</u>
<b>FY 2015</b>	23,806.00	24,958.50	11,454.10	8,228.10	4,642.20	4,294.60	1,768.30	2,082.70	2,323.80	4,130.00	10,028.50	10,028.50	107,745.30
<b>FY 2016</b>	23,067.00	25,091.20	15,027.90	8,579.40	5,301.30	4,658.10	2,714.00	2,096.30	3,271.40	4,275.60	9,889.40	13,732.30	117,703.90
<b>FY 2017</b>	26,296.70	25,032.40	16,766.80	11,119.60	5,527.00	5,334.00	3,167.00	2,750.00	3,111.50	5,176.00	10,535.50	13,789.40	128,605.90
<b>FY 2018</b>	19,705.40	21,362.20	13,381.80	9,774.90	5,313.50	4,070.00	2,982.80	2,939.10	3,998.10	6,661.60	11,402.30	15,457.70	117,049.40
<b>FY 2019</b>	21,609.20	24,059.70	14,611.30	10,169.60	7,483.10	6,141.30	4,988.90	3,441.80	5,691.20	6,532.10	11,433.00	15,636.70	131,797.90
	9.66%	12.63%	9.19%	4.04%	40.83%	50.89%	67.26%	17.10%	42.35%	-1.94%	0.27%	1.16%	





# Nantucket Memorial Airport

## - FY 2018 monthly freight -

2019	FY20						FY19						
AIRLINE	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Cape Air (KAP)							39,122	30,014	36,734	50,734	54,028		210,632
Wiggins-FedEx							30,607	32,527	41,164	66,471	96,255		267,024
Wiggins-UPS							4,789	5,108	6,457	19,994	18,527		54,875
Rectrix							0	0	0	0	0		0
Allies Air Freight							8,068	5,911	6,961	8,469	12,782		42,191
Monthly Total							82,586	73,560	91,316	145,668	181,592		574,722
% Change Prior Year							16.83%	14.12%	10.11%	39.12%	15.41%		

**May 2018 - May 2019 UP 15.41%**  
**YTD UP 9.56%**

Freight	July	Aug	Sep	OCT	Nov	Dec	Jan	Feb	Mar	Apr	May	Total	% Change
<b>FY 2014</b>	307,645.00	311,070.00	197,415.00	170,008.00	150,133.00	163,458.00	115,746.00	100,655.00	119,438.00	163,665.00	192,298.00	1,991,531.00	
<b>FY 2015</b>	340,810.00	296,751.00	193,221.00	157,439.00	131,262.00	143,100.00	99,971.00	100,078.00	138,638.00	149,962.00	178,113.00	1,929,345.00	-3.12%
<b>FY 2016</b>	336,625.00	278,904.00	201,486.00	157,429.00	115,875.00	92,853.00	69,527.00	62,038.00	85,468.00	104,132.00	132,964.00	1,637,301.00	-15.14%
<b>FY 2017</b>	200,823.00	190,768.00	131,947.00	96,783.00	70,228.00	106,220.00	77,970.00	66,960.00	101,634.00	112,274.00	157,596.00	1,313,203.00	-19.79%
<b>FY 2018</b>	204,698.00	197,802.00	124,036.00	104,165.00	113,084.00	120,250.00	70,690.00	64,461.00	82,929.00	104,705.00	157,344.00	1,344,164.00	2.36%
<b>FY 2019</b>	214,878.00	202,628.00	140,118.00	123,490.00	115,382.00	101,381.00	82,586.00	73,560.00	91,316.00	145,668.00	181,592.00	1,472,599.00	9.56%



## Nantucket Memorial Airport

### - Monthly freight -

	May-18	May-19	Lbs Inc/(Dec) over PY	% Inc/(Dec) over PY
Cape Air Freight	12,629	4,577	(8,052)	-64%
USPS (Cape Air)	43,923	49,451	5,528	13%
Fed Ex (Wiggins)	86,918	96,255	9,337	11%
UPS (Wiggins)	11,863	18,527	6,664	56%
Rectrix	2,011		(2,011)	-100%
Allies Air Freight		12,782	-	0%





## Nantucket Memorial Airport

### Noise Complaints

	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	% Change
<b>FY 2015 Calls</b>	47	61	46	12	3	4	0	2	3	3	9	19	209	#REF!
<b>FY 2016 Calls</b>	72	55	14	1	2	11	0	1	2	0	10	15	183	-12.44%
<b>FY 2017 Calls</b>	25	19	14	2	0	4	1	0	0	1	7	18	91	-50.27%
<b>FY 2018 Calls</b>	25	50	4	1	0	1	0	0	0	1	1	17	100	9.89%
<b>FY 2019 Calls</b>	59	21	3	1	1	0	2	1	0	0	5		93	



## Nantucket Memorial Airport

### **May Noise Complaint Summary:**

#### **May 2019 – 5 Noise Complaints**

5 Noise complaints were received from 4 different residents.

- 1 complaint was received regarding IFR operations
- 4 complaints were received from 4 residents regarding VFR operations. Upon investigation it was determined that:
  - 1 complaint resulted from a pilot not observing the VFR noise abatement corridors: follow up was provided to the pilot.
  - 3 complaints resulted from 15/33 operations occurring during RW6/24 marking rehabilitation closures.

Follow up to the complainant was provided in 5/5 cases (100%).



# 2019 Annual Conference & Exhibition

September 15 - 17, 2019  
Tampa Convention Center  
Tampa, FL

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100

DAYS

3

HOURS

31

MINUTES

5

SECONDS

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Our 2019 agenda will explore the full range of issues impacting the North American airport industry today and tomorrow. [See the schedule at a glance](#) >>



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Take a deep dive into the latest trends and challenges facing the industry during one of our many committee specific workshops. See the committee workshop schedule >>



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**2019 ACI-NA ANNUAL CONFERENCE AND EXHIBITION**  
**September 15 – September 17, 2019**  
**Tampa, FL**

**Conference Schedule at a Glance (schedule subject to change at any time)**

**Friday, September 13, 2019**

- 12:00 pm – 1:30 pm**    **ACI-NA Executive Committee and Past Chairs Meeting** *(invitation only)*
- 2:00 pm – 5:00 pm**    **ACI-NA Executive Committee Meeting** *(Executive Committee members only)*

**Saturday, September 14, 2019**

- 7:30 am – 6:30 pm**    **Check-in / Registration**
- 7:30 am – 6:30 pm**    **TPA Welcome Desk**
- 9:00 am – 12:00 pm**    **U.S. Policy Council Meeting**
- 8:30 am – 12:00 pm**    **Operations & Technical Affairs Committee Workshop**
- 8:30 am – 5:00 pm**    **Business Information Technology Committee Workshop**
- 8:30 am – 5:30 pm**    **Legal Affairs Committee Workshop**
- 9:00 am – 10:00 am**    **Environmental Affairs Committee: Land Use and Natural Resources Working Groups**
- 10:30 am – 12:00 pm**    **Environmental Affairs Committee: Water Quality Working Group**
- 10:30 am – 12:00 pm**    **Environmental Affairs Committee: Waste Management Working Group**
- 12:00 pm – 1:15 pm**    **Networking Lunch (for Committee Workshop Attendees)**
- 12:15 pm – 1:15 pm**    **ACI-NA Committee Chairs, ACI-NA Board Luncheon** *(invitation only)*
- 1:15 pm – 2:45 pm**    **Operations & Technical Affairs Committee: Construction and Project Delivery Working Group**
- 1:15 pm – 2:45 pm**    **Operations & Technical Affairs Committee: Facilities and Maintenance Working Group**
- 1:15 pm – 2:45 pm**    **Environmental Affairs Committee: Sustainability Working Group**
- 1:45 pm – 3:00 pm**    **ACI-NA Board of Directors Meeting**
- 3:00 pm – 6:00 pm**    **CAC Council of Chairs Meeting**
- 3:15 pm – 4:45 pm**    **Operations & Technical Affairs Committee: Joint NextGen and Operations & Safety Working Group**
- 3:15 pm – 4:45 pm**    **Operations & Technical Affairs Committee: Planning & Development Working Group**
- 3:15 pm – 5:00 pm**    **Environmental Affairs Steering Group Meeting**
- 5:00 pm – 6:30 pm**    **Operations & Technical Affairs Steering Group Meeting**
- 6:30 pm – 9:30 pm**    **Board of Directors and Commissioners Leadership Dinner** *(invitation only)*

**Sunday, September 15, 2019**

- 7:30 am – 7:00 pm**    **Check-in / Registration**
- 7:30 am – 7:00 pm**    **TPA Welcome Desk**
- 7:30 am – 8:45 am**    **Committee Chairs Information Exchange Breakfast** *(invitation only)*

8:00 am – 9:00 am	Networking Breakfast
8:00 am – 11:00 am	CAC Large Airports Caucus Meeting <i>(closed meeting, CAC members only)</i>
8:00 am – 2:00 pm	Exhibition Hall Move-In
8:00 am – 11:00 am	CAC Small Airports Caucus Meeting <i>(closed meeting, CAC members only)</i>
9:00 am – 12:00 pm	ACI-NA WBP/Associates Board of Directors Meeting
9:00 am – 4:45 pm	Environmental Affairs Committee Workshop
9:00 am – 4:45 pm	Operations & Technical Affairs Committee Workshop
9:00 am – 4:45 pm	Legal Affairs Committee Workshop
9:00 am – 4:45 pm	Business Information Technology Committee Workshop
9:00 am – 4:45 pm	Finance Committee Workshop
10:30 am – 12:00 pm	Commissioners Committee Meeting
11:15 am – 12:15 pm	Joint U.S. and Canadian Policy Council Meeting
12:15 pm – 1:45 pm	Canadian Policy Council Meeting <i>(closed meeting, Policy Council members only)</i>
1:00 pm – 3:00 pm	Medium Hub Committee Meeting <i>(Airport members only)</i>
1:00 pm – 3:00 pm	Large Hub Committee Meeting <i>(Airport members only)</i>
1:00 pm – 4:00 pm	Small Airports Committee Meeting
2:00 pm – 4:30 pm	Canadian Policy Council & Membership Meeting <i>(open to CAC Members only)</i>
2:00 pm – 4:45 pm	Business Diversity Committee Meeting
2:30 pm – 3:00 pm	PM Networking Break
3:00 pm – 5:00 pm	Press Office Open
4:00 pm – 4:45 pm	ACI-NA VIP Reception <i>(invitation only for member exhibitors, airport OR's and annual conference sponsors)</i>
5:00 pm – 7:00 pm	Exhibition Hall Grand Opening <i>(Reception in Exhibit Hall)</i>

**Monday, September 16, 2019**

7:30 am – 10:00 am	Exhibition Hall Open <i>(Networking Breakfast in Exhibit Hall from 7:30 am- 9:00 am)</i>
7:30 am – 7:00 pm	Registration
7:30 am – 7:00 pm	TPA Welcome Desk
10:00 am – 11:30 am	<b>General Session I: Welcome and Keynote Address</b> <b>Welcome:</b> Kevin M. Burke, President and CEO, ACI-NA Candace S. McGraw, Chair, ACI-NA Joseph W. Lopano, Chief Executive Officer, Tampa International Airport
11:30 am – 12:00 PM	ACI-NA Downes Award Presentation
12:00 pm – 1:00 pm	PAC Luncheon <i>(invitation only)</i>
12:00 pm – 3:00 pm	Exhibition Hall Open <i>(Lunch Served in Exhibit Hall from 12 pm – 1:30 pm)</i>

5:15 pm – 6:45 pm      Exhibition Hall Reception

**Tuesday, September 17, 2019**

7:30 am – 4:00 pm      Registration

7:00 am – 4:00 pm      TPA Welcome Desk

8:00 am – 9:30 am      **World Business Partner/Associate Member and Airport Director Roundtable Breakfast**  
*(Open to all ACI-NA WBP/Associate members & ACI-NA member airport directors)*

9:30 am – 10:30 am      **General Session II**

10:30 am – 11:00 am      **Airport Membership Meeting** in Exhibit Hall *(ACI-NA Airport Official Representatives only)*

10:30 am – 3:00 pm      Exhibition Hall Open *(Lunch Served in Exhibit Hall from 11:30 am – 1:00 pm)*

11:00 am – 11:15 am      **ACI World Special Meeting of Members** in Exhibit Hall *(invitation only)*

3:00 pm – 7:00 pm      Exhibition Hall Move-Out

5:30 pm – 6:30 pm      Chair's Reception and Recognition Ceremony

7:00 pm – 11:00 pm      Closing Night Event

**Wednesday, September 18, 2019**

8:00 am – 10:00 am      Airport Tour